



Brett Miller, Chief Information Officer

Jefferson County Public Schools

1829 Denver West Dr., Bldg. 27

Golden, CO 80401

303.982.2265

AFFIDAVIT OF BRETT MILLER

I, Brett Miller, being duly sworn, state as follows:

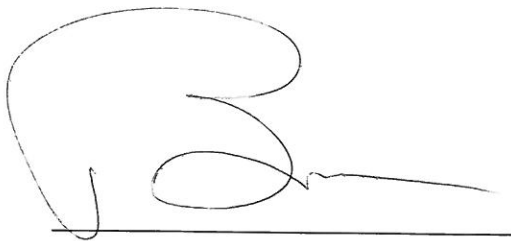
1. I am the Chief Information Officer for the Jefferson County Public School District (“Jeffco” or the “District”).
2. As Chief Information Officer, I manage Jeffco’s Information Technology Department. In that capacity, I am familiar with and responsible for, among other things, Jeffco’s information and technology budget, its technology needs and initiatives, and any procurement related to technology services provided to the district by third-party service providers or otherwise.
3. I am submitting this affidavit in support of Jeffco’s Petition for Waiver filed on November 14, 2017 seeking waiver of the Federal Communication Commission’s competitive-bidding rules, namely 47 C.F.R. § 54.503(c)(2)(ii)(B) and § 54.511(a).
4. Jeffco’s mission is to provide a quality education that prepares all children for a successful future. Today, that means preparing our students to thrive in the Digital Age, which will require them to learn from and use technology with ease.
5. To accomplish this mission, Jeffco is using technology to create classrooms that support the needs of the 21st century learner by, among other things, providing students with iPads and tablets and integrating online content with teacher-guided instruction. Jeffco has also developed a Technology Plan to help ensure that all Jeffco schools have access to safe and reliable technology and that our students can be successful members of the digital world. As part of this plan, the District has set a goal of providing a tablet or other technology device to every student (known as the “one-to-one” initiative), to help ensure all students can access the curriculum.
6. The District cannot adequately integrate these platforms, and thus prepare our students for the Digital Age, without fast and reliable internet access. Most of the technology our students use in the classroom (like iPads, tablets, and online content) require fast and reliable internet access to even function.
7. Given the importance of classroom technology and the fast, reliable internet it requires, the District has prioritized implementing high-speed broadband in every classroom. The District also has set a goal of doubling aggregate internet capacity every 18 months and providing at least one gigabyte per 1,000 students (86 gigabyte internet bandwidth) and a 10:1 Wide Area Network (WAN) capacity (860 gigabyte aggregate WAN bandwidth) by 2020. These goals are based on recommendations by the Consortium for School Networking (CoSN) and the U.S. Department of Education’s ConnectED Initiative.

Exhibit 1

8. Jeffco's annual information and technology budget is roughly \$29Million. Unfortunately, the District's information and technology budget is fairly static (meaning it does not increase year to year) and our department does not receive annual funding increases through mill levy monies or otherwise.
9. To off-set the costs of technology improvements, for the past 20 years the district has applied to the Universal Service Administration ("USAC") for reimbursement of funds under the Commission's E-Rate program. The funds we have received through the Commission's E-Rate program have critically enabled the district to meet its growing technology needs and adequately serve the over 85,000 students in our charge.
10. Our department is aware of the Commission's rules related to the E-Rate program and has attempted to diligently follow those rules since we began applying for E-Rate funds some 20 years ago. In fact, since the District began applying for E-Rate funds, USAC had not, until this year, denied or rescinded E-Rate funds for which the District has applied.
11. Recently, USAC notified the District that it would be denying or rescinding nearly \$3 million in E-Rate funds regarding a request for proposal we issued in 2014 for broadband improvements at our schools and central data hubs. These denied or rescinded funds represent roughly 10% of the district's information and technology budget.
12. There is no foreseeable budget increase to cover the loss of these denied or rescinded E-Rate funds. As a result, the District will not have enough money on hand to both manage its core functions (like keeping the lights on) and accomplish its extensive list of critical initiatives. This will negatively impact the District and its students in several ways.
13. First, it will force the District to cut back on important infrastructure projects. For instance, the District desperately needs to upgrade its data-storage capacity (which it usually does every five years) to ensure that its web sites continue to function and student data can be housed safely and effectively. The District also planned to upgrade its network (the connectivity to its servers). These projects will need to be shelved for the foreseeable future.
14. Second, it will force the District to cut back on technology initiatives in schools, like providing tablets to students and upgrading aggregate internet capacity. As a result, the District will not keep pace with its per-student gigabyte goals (one gigabyte per 1,000 students and a 10:1 WAN capacity by 2020), goals that have been set by the federal government—indeed, it will push this effort back between five to ten years.
15. These cut-backs would be regretful but would be necessary to compensate for the loss of E-Rate funds.

Further affiant sayeth not.

Dated this 14 day of November 2017.



Brett Miller

Subscribed and sworn before me this 14th day of November, 2017.

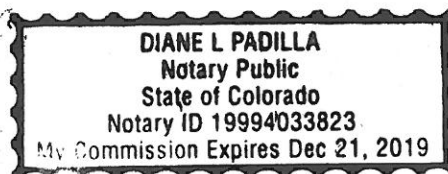
Witness my hand and official seal.

My commission expires 12/21/19

Diane L. Padilla
Notary Public

Address: 1829 Denver W. Dr.
Golden, CO 80401

4827-7078-2548, v. 1





E-RATE – WAN BANDWIDTH FOR 154 DISTRICT SITES

Request for Proposal (RFP) # 23612

Date of Issue: December 3, 2014

Question Cut of: December 10, 2014 2:00PM MST(our clock)

RFP Close Date: January 7, 2014 2:00PM MST(our clock)

Proposal to be returned PRIOR to time and date above.

RETURN TO:

**Holly Callero Penny, CPPB
Jefferson County School District R-1
Education Center, Purchasing Dept.
1829 Denver West Drive, Bldg #27, 3rd floor
P.O. Box 4001
Golden, Colorado 80401-0001
(303) 982-6756**

RESPONDENT'S CERTIFICATION

The undersigned, having carefully examined all of the documents pertaining to the subject project, including the project specifications, agreement, and Terms & Conditions, hereby proposes to furnish all required labor, materials equipment, tools and insurance to complete the work described in their proposal document in strict accordance with the project documents for the price set forth herein.

Company Name _____

Address _____

City _____ **State** _____ **Zip** _____

Telephone No. _____

Fax No. _____

Contact Name _____, **Title** _____

By _____
(Authorized Signature)

Email _____

OVERVIEW OF THE DISTRICT

Jefferson County Public School District, the largest school district in Colorado, serves a geographic area of approximately 800 square miles and has a current enrollment of over 84,000 students. The staff consists of over 12,000 full and part time professional and support personnel located in over 150 schools and office facilities.

PURPOSE

The District has published this Request for Proposal, hereinafter referred to as “RFP”, in order to solicit firm price quotations for data circuits to service selected schools. This RFP is published in conjunction with the Universal Services Administrative Corporation E-Rate Form 470 schedule.

BACKGROUND

The District owns, operates and maintains their own enterprise telephone network (i.e. Cisco Call Manager Ver. 8.6), and all WAN (i.e. Cisco routers and switches) equipment. Due to the changes in educational curriculum and the increased reliance on centralized data stores and internet access, the District desires to provide high bandwidth to each school. The District voice and data networks are presently constructed in a “hub and spoke” configuration. The Educational Services Center at 1829 Denver West Dr., Golden, Colorado is the main voice and data hub, the 809 Quail Street Building #1 Lakewood, Colorado location is the Districts Disaster Recovery data center. The District currently has Metropolitan Optical Ethernet circuits, provided by CenturyLink terminated at most locations (Attachment #1). These links/circuits are under a multiyear contract expiring on June 30th, 2018 and are the subject of this RFP.

PROPOSAL INFORMATION:

Through this Request for Proposal process, the Jefferson County Public School District, herein and after referred to as the District, desires to secure WAN (Wide Area Network) connections for each of the schools / locations listed in Attachment#1. Priority is to be given the following locations (addresses listed in attachment #1) as these locations are all presently connected by less than 100Mbps circuits to our enterprise: Elk Creek Elementary, Coal Creek K-8, NAAC (Northern Athletic Complex), Litz Preschool, Irwin Preschool, Athletic Stadium located at 500 Kipling, Conifer High School, West Jefferson Elementary, West Jefferson Middle School, Mount Evans Outdoor Laboratory, Windy Peak Outdoor Laboratory. All submitted solutions must provide a service delivery platform capable of supporting converged data and voice services over TCP/IP. Details of service quality mechanisms used to deliver the converged data and voice services must be included.

The District is open to a variety of proposed solutions; however we wish to place the following as minimum parameters for the circuits delivered/proposed to each location.

Minimum of 100Mbps port to Elementary Schools

Minimum of 100Mbps port to Middle Schools

Minimum of 1Gbps port to High Schools

No up charge to upgrade the carrier/delivery method in order to increase 100Mbps circuits incrementally up to 1Gb. The District is aware that incremental increases of bandwidth (e.g. 100Mbps to 200Mbps) usually have incremental increases in port costs associated with them and this is expected.

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Minimum of 10Gbps ports to the two administrative centers located at 1829 Denver West Drive Golden Colorado 80401 (Education Center) and Building #1 809 Quail Street Lakewood, Colorado 80215.

The respondent should be aware that the circuits requested in this RFP will carry not only the District data traffic but fire and entry alarm traffic, video traffic both from video conferencing systems and from a large hybrid security camera network (CCTV and IP cameras) and our voice communications in the form of a Cisco Call Manager system (Rev. 8.6). It is therefore expected that the proposed circuits be voice grade that are robust and highly available. The respondent should fully explain how their circuits are built to high standards (i.e. this might include the installation of UPS units on site, multiple paths, diverse entry points, redundant equipment etc.).

The District will accept and in fact encourages responses with various solutions and or proposals with a tiered solution architecture. If your reply is of this type please list the various solutions or tiered support/solutions as separate line items in your response.

The District currently uses TCP/IP IPv4 addressing on its network / enterprise, however all solutions presented must be IPv4 and IPv6 compatible.

Summary billing is preferred for monthly service with payment conducted through the District's Purchasing Card program. The District uses WinBill® bill tracking software from Telemanagement Technologies, Inc. Billing from the awarded service provider must be able to be imported to this software system. The vendor will be required to provide supporting documentation of their summary capabilities and procedures.

All solutions offered by prospective service providers will be 100% E-rate eligible (for eligible locations). Vendors must have a Service Provider Identification Number (SPIN) provided by the Universal Services Administrative Corporation in order to respond to this RFP.

This purchase and installation is contingent upon receiving approval from the Universal Services Administrative Company for E-Rate funding under the Telecommunications section of the E-Rate eligible services list.

The district budget for the 2015-2016 school years will not be completed until approximately June 2015. Although the contract must be signed between the district and the successful responder prior to the e-rate filing deadline, the contract will include language that permits the district to cancel the contract if the Jefferson County Schools Board of Education does not approve budget funding to accommodate the cost of the service or the district does not receive e-rate funding. The contract must also include provision to add services to newly constructed schools or remove service without penalty for schools that are closed by the District's Board of Education.

The District reserves the right to award based upon a one (1) year, three (3) year or a five (5) year option. Respondent should price these options as separate line items if they choose to offer the solution with these time frames in their contract. Economy of scale pricing (discounted) is expected for multi-year options.

All questions must be submitted via e-mail to Holly Callero Penny at hpenny@jeffco.k12.co.us.

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SCHEDULE

Event	Date
RFP	
RFP advertised	December 3, 2014
Questions may be submitted to Purchasing	December 10, 2014 10:00 AM
Questions from vendors will be responded to and posted as addendum on RMEPS	December 12, 2014
Proposals due	January 7, 2015 2:00PM
Stage One evaluation complete. Notice to list of qualified firms that will be considered in the Stage Two evaluation process.	January 21, 2015
Demonstrations of proposed equipment & software & vendor interviews from finalist vendors	February 3 - 4, 2015
Site visits (if applicable) and reference checks	February 5 , 2015
Stage Two evaluation complete	February 12, 2015
Contract negotiations	February 17 – 19, 2015
Contract brought to Board of Education for approval (if applicable)	March 5, 2015
Award Notification	March 6, 2015
Implementation Start Date	July 1, 2015

GENERAL CONDITIONS:

1. All prices shall be quoted for inside delivery and installation to the site MDF (Main Distribution Frame) at each designated address shown on Attachment #1.
2. The respondent(s) shall be in agreement with all provisions of the Request for Proposal. Any request for deviations/exceptions to the technical requirements, data requirements, and/or terms and conditions of the Request for Proposal must be explained in detail on supplier's letterhead and included in the proposal response.
3. Proposal responses must include all of the information requested. Proposals may be rejected by the District if the respondent(s) fail to completely provide all information necessary for a complete understanding of the proposal or fails to answer all questions adequately.
4. District reserves the right to waive any technical or formal errors or omissions, and to accept or reject in part or in whole any or all proposals submitted.
5. Any award made will be to the respondent(s) whose technically acceptable offer will be the most advantageous to the District considering the evaluation criteria listed on Page 10 - EVALUATION CRITERIA.

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6. Any written statement made as part of the proposal, including the RFP may become part of the final contract. Any addenda to the respondent's original proposal, such as letters, facsimile, and any other written clarifications and commitments may also become part of the final contract.
7. The District reserves the right to make multiple awards from this proposal.
8. The effective period of contracts resulting from this proposal shall be either July 1, 2015 through June 30, 2016 or July 1, 2015 through June 30, 2018 or July 1, 2015 through June 30, 2020.
9. Any addenda issued for this RFP will be posted to the Rocky Mountain E-Procurement website:
http://www.govbids.com/scripts/co1/public/home1.asp?utm_medium=referral&utm_source=JEF46CO&utm_campaign=web_site
10. The District requires the warranty period to begin upon final acceptance by the District. Final acceptance shall be upon proper installation and implementation and testing of the system to applicable acceptance testing procedures. The length of warranty for each item offered shall be specified in the proposal.
11. The respondent(s) guarantees prices for the system will not increase during the initial term of the agreement. If prices decrease during the term of this contract, the successful respondent must notify the District of the lower prices.
12. The District reserves the right to cancel at any time any awards occurring as a result of this proposal, if it is determined by the Director of Purchasing that quality of product or vendor service/performance is unacceptable.
13. The vendor will be required to indemnify and hold the District harmless from suits or actions of any kind, including worker's compensation claims, brought against it for or on account of any damages or injuries received or sustained by any parties, by or from the acts of the vendor or his agents. The vendor will furnish copies of insurance certificates with the District included as additional insured on policies for comprehensive general liability with limits of not less than \$2,000,000 (\$2,000,000 aggregate must be maintained), combined single limit bodily injury and property damage and auto liability combined single limit \$2,000,000.00, \$2,000,000 aggregate must be maintained. The District must be notified by certified mail at least thirty (30) days prior to cancellation of any insurance policy or if the aggregate drops below \$1,000,000 on any policy. The vendor will furnish copies of insurance certificates for statutory workers compensation and employer's liability with limits of not less than \$1,000,000.00.

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14. All information shall be submitted at the dates and times indicated herein to:

Holly Callero Penny, CPPB
Jefferson County Public School District No. R-1
1829 Denver West Drive, Building #27
Golden, CO 80401-0001
hpenny@jeffco.k12.co.us

All contacts regarding this Request for Proposal during the submittal preparation and evaluation period **must** be done in **writing** through the Jefferson County Public School District Purchasing Department.

This restriction does not apply to:

- District initiated communications by evaluation committee only to satisfy clarification questions as part of the stage one evaluation process
- Scheduled product demonstrations and vendor interviews during the second stage evaluation

In the event that a firm has contact with any official, employee or representative of the District in any manner contrary to the above requirements, said firm may be disqualified from further consideration.

SPECIAL CONDITIONS:

1. Each respondent shall submit all information requested, in the order specified in the section below - Proposals Submissions. Failure to do so may result in the proposal being rejected. Proposals shall be straightforward and concise and shall demonstrate the proposer's **ability to satisfy the requirements of the RFP.**
 - The District expects respondents to reply to this RFP by addressing each requirement/concern individually line by line as written in this document. Responses that contain an assembly of white papers or reproductions of standard product specifications/descriptions etc., or are a standard form type RFP response will be scored lower during the evaluation process.
2. This process is a Request for Proposal. As such, only the names of the respondents shall be read at the opening of proposals. The District reserves the right to negotiate with one or more respondents in order to come to an acceptable contract agreement. Information in the proposals shall remain confidential until such time the District is ready to make the award.
3. The proposing firm shall submit one (1) original and five (5) hard copies of their response, along with six (6) electronic copies on CD-ROM or flash drive. The pricing must be submitted on a spreadsheet using Microsoft Excel 2007.
4. Proposals submitted in response to this Request for Proposal shall become the property of the District and be considered public documents under applicable Colorado state law. Financial records marked as "Confidential" shall be returned to the vendor upon completion of the process.

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5. The District, at its discretion, may utilize a Best and Final Offer (BAFO) process. If this process is utilized, the purchasing agent shall submit to the Respondents most likely to receive the award, requests for specific clarification and allow vendors to enhance their pricing. The purchasing agent shall coordinate the Respondent's responses for review by the evaluation committee. The purchasing agent shall be the SOLE point of contact throughout the process for all proposers.
6. Respondent is responsible for downloading all addendum issued for this Request for Proposal. It is not the District's responsibility to ensure that Vendor is notified of issuance of addendum.
7. It may be necessary to receive Board of Education approval prior to issuance by the District of a purchase order to the successful Proposer or execution of a contract with the successful proposer. The District will make efforts to obtain Board approval as soon as reasonably possible.
8. All circuits shown in Attachment #1 are currently provided by CenturyLink on a valid contract. The present contract terminates July 1, 2018.
9. Proposal must include a project plan detailing new services to start no later than April 1st, 2015.
10. Currently the District receives the circuit (i.e. handoff) via copper Ethernet. There are various other handoff media that are viable such as fiber with various connectors such as LC. Respondents should fully describe their intended handoff media so the District may take into account any possible additional costs to bring the proposed solution to production. The District has 154 sites that span 850 square miles of the Colorado Front Range, we are aware handoff type/media might vary from site to site or respondent to respondent dependent on build/infrastructure/design restrictions. Please provide as complete explanation of variances in handoff type and reasons as possible in your response.
11. The Main Point of Presence (MPOP) is not located in the MDF in all cases.
12. It is expected that a single project manager is assigned to the District for the duration of the project by the respondent or the respondents contracted service provider.

SELECTION PROCESS

Stage One

Vendor proposals will be subjected to a two-stage evaluation and selection process. The first stage will begin with a review of the response to the proposal. A proposal must meet all mandatory requirements and functions to be considered.

1. The proposal will include requirements and implementation services
2. Proposals not meeting mandatory requirements or found to be incomplete will not be considered. Proposals not deemed within the competitive range will not be considered. The District may disqualify any vendor for any reason without explanation.
3. The District may choose to ask clarification questions in writing and include the additional information gathered in this process.

4. Evaluation and rating of the responses will be based on:
- Information provided by the vendor in their response
 - Information provided by the vendor in response to District clarification questions

Proposals that pass the initial screening will be evaluated and scored by an evaluation committee comprised of individuals from the District. A short list of proposals will move into the second stage of the evaluation.

Stage Two

The finalist proposals will be subjected to a more detailed second stage evaluation that will include vendor provided on-site demonstrations/interviews at which time the proposed service solution will be discussed in detail.

Also during the Stage Two evaluation period, on-site interviews may be conducted with the finalist vendors to explore in detail the proposed implementation strategy and project plan and to discuss vendor qualifications and experience.

References will be checked to address issues raised by the demonstrations and interviews or to answer detail questions not yet resolved. Visits to sites using the proposed solution may be conducted during the stage-two evaluation if requested/needed.

PROPOSAL SUBMISSION REQUIREMENTS:

The following information is to be addressed and clearly labeled in the Respondent's proposal. Each bidder must provide the following information:

- Service Provider Identification Number (SPIN)
- Circuit and service quality monitoring and reporting services
- Proposed system(s) and functionality. Wireless solutions will not be considered.
- Item pricing, to include any shipping or other charges that may apply. All charges are to be listed separately. Include incremental costs for service upgrades.
- Provide a detailed explanation of the proposed solutions QoS (Quality of service) offering/s if any. The respondent should be aware that the District uses a VoIP telephony system (Cisco Call manager 8.6) tags packets and prioritizes voice and video traffic in our QoS queues.
- Unified Communications - including IP telephony, rich media, collaboration, video and many other functions - places strict requirements on IP packet loss, packet delay, and delay variation (or jitter). Therefore, the District enables most of the Quality of Service (QoS) mechanisms available on our Cisco switches and routers throughout the network. For this reason, redundant devices and network links that provide quick convergence after network failures or topology changes are also important to ensure a highly available infrastructure. Please thoughtfully and thoroughly explain how your proposed solution (solutions) addresses this requirement.

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- Provide at least three (3) existing customer references serviced by the same proposed office (preferably K12 and/or institutions of higher education and/or institutions with similar business requirements) where your company has provided a similar service. Please include name, title, telephone number and email address of primary customer contact(s).
- Service Level Guarantees/Service Level Agreement (SLA) – Provide documentation on the Service Level Guarantee/Service Level Agreement your service provides.
 - What type of monitoring is conducted?
 - How often does monitoring occur and how is it reported?
 - What types of service/throughput/QoS benchmarks are used?
 - Are there additional charges for QoS routing?
 - What is the response time for outages and service calls?
 - When service is needed, to what call center will calls be routed
- The respondent should carefully explain all steps, process and/or equipment used to provide a 7x24 proactive monitoring environment. Include alerting procedures and timeframes for response/notifications, SLAs, penalties for outages, failure to restore, failure to notify etc.
- Provide pricing schedules for all services if applicable.
- Provide pricing schedules for all levels of services available, including monitoring services, reduced response times, after hours support, etc.
- Provide Mean Time Between Failure and Mean Time to Repair information. Provide current statistics for service in the Denver area. Provide documentation to the District for response times for service degradation and outages. Provide level of local technical support the District can expect, escalation procedures, number of local technicians, and remote service level monitoring included. Provide information on compensation to the District for missing SLA targets.
- Vendor must provide current Annual Report and audited financial statements.
- Proposals must provide bandwidth at the sites detailed in Attachment # 1 through a connectivity solution that supports a converged voice and data infrastructure using TCP/IP. All service proposals service guarantee mechanisms should be able to respect DSCP packet marking and prioritization at a minimum. Provide an explanation how your service offering supports and compliments a converged network. Additional mechanisms/offerings should be documented.
- Proposals must include service level monitoring offering details. This information includes service uptime and performance metric reporting.
- Proposals must include proposed environment/connectivity diagrams to document environment structure and topology. Single diagrams representing solution groups are acceptable.
- Proposals must include documentation regarding capacity requirements for central termination.
- Proposals should include separate line items for services to Charter schools (Each Charter School should be addresses separately as they are separate, individual entities not directly associated with the District).

EVALUATION CRITERIA

Initial stage-one evaluations will be based on, in no particular priority order or weighting:

- Ability of respondent to supply the needed service to all locations listed.
- Method of delivery, expandability and durability of transport medium.
- Ability to meet District requirements and timeframe in which to do so.
- Pricing.
- Clarity and reasonableness of proposed method/Ability to meet the characteristics and specifications of the District's scope of services

Stage-two evaluations will be based on, in no particular priority order or weighting:

- All information provided and scored in the stage-one evaluation
- Hand-off media type and additional costs to the District (if any)
- Vendor explanations of service delivery (type and process), monitoring, sustainability (uptime) and key product features.
- Explanation of process to provide the requested bandwidth to all locations (i.e. build-out if needed, project management, leased facilities partners or subcontractors etc.).
- Reference responses/site visits (if applicable)
- Demonstrated ability to have performed similar services in a quality manner for other K-12 school districts.
- Pricing Schedule – initial costs and future costs, BAFO, including product cost and implementation costs, and total cost of ownership over time.
- Technical quality and/or viability of the proposed solution
- Quality of proposed implementation plan and delivery
- District's cost to implement
- Vendor's Market Stability
- Value adds
- Service Level Agreement –preferred English speakers and preferred located within the United States of America.

TECHNICAL SPECIFICATIONS

The current high bandwidth circuits in use by 143 District locations are CenturyLink MOE circuits. Each circuit to the site is handed off from a CenturyLink switch (e.g. Cisco 3750) via Ethernet connection to a District owned router (e.g. Cisco 2900/3900 series). The 143 MOE connections are connected to the Education Service Center, 1829 Denver West Dr. Golden, CO on one of four CenturyLink MOE circuits (e.g. one 1Gb MOE and 3 500Mb MOE circuits) at the Education Center and one 500Mb MOE circuit at the 809 Quail Street Building #1 location. The MOE circuits are handed off from the CenturyLink via Ethernet connection to the District owned Cisco ASR routers. The circuits to service the schools listed in Attachment #1 of this RFP are to integrate into the existing District architecture.

Data circuits must be capable of QoS differentiation for voice packet prioritization and the Vendor must guarantee to pass and respect all district tagging. The district desires monthly performance reports from the selected service provider, along with the ability to conduct snapshot views of circuit performance and quality.

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Priority should be given to the following locations (addresses listed in attachment #1) as these locations present connection challenges (e.g. remote locations, low bandwidth etc.): Elk Creek Elementary, Coal Creek K-8, NAAC (Northern Athletic Complex), Litz Preschool, Irwin Preschool, Athletic Stadium located at 500 Kipling, Conifer High School, West Jefferson Elementary, West Jefferson Middle School, Mount Evans Outdoor Laboratory, Windy Peak Outdoor Laboratory. Many of these locations are remote from the Denver Metro Area and presently do not have High bandwidth connections of any sort available.

The District currently has all network equipment in the MDF (main data frame) of each location protected via connection to a UPS (uninterrupted power supply). The purpose for this protection is not so much to gain uptime in a power fail situation rather, to ensure clean “filtered” power to the network routers and switches. Proposals should include a description of how the suggested solution will be equally protected against power failure, power fluctuation, equipment failure or network failure.

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TERMS AND CONDITIONS

SUBMISSION: Late bids will not be accepted. No oral, telephonic, telegraphic email or facsimile responses will be considered. A duly authorized official must sign this bid. Signature indicates agreement to comply with all terms, conditions, requirements and instructions of this bid as stated or implied herein. Signature indicates agreement to furnish the proposed materials, supplies, products, equipment and/or services in strict accordance with the conditions, requirements, and specifications herein. Should anything be omitted which is necessary to clearly understand or should it appear that various instructions are in conflict, the Respondent shall secure instructions at **least 72 hours prior to the closing date and time.**

AWARD: No award shall be made to any person, firm or corporation that is in arrears upon any obligations to the District, or that otherwise may be deemed irresponsible or unreliable by the Director of Purchasing or designee. The Director of Purchasing or designee reserves the right to waive any technical or formal errors or omissions and reject any and all bids or to make an award, either in whole or in part, by item, category, or total, whichever is deemed to be most advantageous to and in the best interest of the District. In compliance with the provisions of Colorado Revised Statutes, Sections 8-17-101 and 102, 8-18-101, and 8-19-101 and 102, preference shall be given to Colorado labor and to resident Respondents against nonresident Respondents to the extent required by those sections. It is understood and agreed that the District reserves the right to modify conditions, specifications, and prices by mutual agreement with the selected Respondent.

MODIFICATION: Any alteration, erasure or interlineations by the Respondent in this bid may constitute cause for rejection by the Director of Purchasing or designee. Exceptions or deviations should not be added to the individual pages, but should be submitted on Respondent's letterhead.

COMPLETION: Respondent shall complete all of the information requested for each item. Failure to do so shall constitute sufficient cause to reject any or all items offered if deemed to be in the best interest of the District. The District requests that this bid be completed using either black ink or black type.

ACCURACY: Accuracy of the quotation is the responsibility of the Respondent. Quotations may not be changed after the bid opening time and date. No dollar amount change will be allowed, only clarification as to the unit represented. The Director of Purchasing or designee must do this in writing 24 hours after notification.

PRICING: The unit price for each item shall be for the unit of measurement specified. All trade discounts and terms of payment must be reflected within the unit price. All prices must be quoted at a firm price, F.O.B. Destination. Prices shall remain firm for the term of the contract. If prices decrease during the term of this contract, the successful Respondent must notify the District of the lower prices so that all subsequent orders will reflect accurate pricing.

PAYMENT: The District payment terms are Net 30 days, unless otherwise negotiated. Payment shall be processed upon receipt by the District of an itemized invoice. Each purchase order shall be invoiced separately. All invoices shall be submitted to **Jefferson County Public School District, Attn: Accounts Payable, 1829 Denver West Dr. Bldg #27, Golden Colorado 80401.**

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QUALITY: All goods furnished must strictly conform to the bid and must be of the quality specified. No deviation or substitution is permitted without the prior written consent of the Director of Purchasing or designee. In the event no quality is specified, the goods must be at least equal to the standards of the industry. The Director of Purchasing or designee shall have the right at all times during the performance of this Agreement to conduct such tests and inspections as is deemed necessary to assure Respondent's compliance with this Agreement. The District will be supplied, as needed, data, drawings, specifications, test results, quality documentation, schedules, and other documents and information.

QUANTITIES: The District neither states nor implies that actual purchases will equal the estimate. It is the intent of this bid that the District be supplied with more or less of the materials according to actual needs. Do not bid groups of items together as "all or none." Advise any minimum order quantities that apply.

SHIPPING: Unless an order specifies a different delivery point, all deliveries under this Agreement shall be F.O.B. destination. Title and risk of loss of all goods shall pass to the District upon final acceptance.

DELIVERY: Delivery dates must be specified on this bid. **Time is of the essence.** Delivery is part of the consideration and the advised delivery date given on this bid must be complied with unless otherwise instructed by the Director of Purchasing or designee. The District will not be responsible for any goods delivered or services performed without a purchase order signed by an authorized representative of The District.

SPECIFICATIONS: Manufacturer/brand name and numbers that reflect the level of quality expected may be given in lieu of specifications. In the event the District includes manufacturer/brand name and numbers as a part of the description of any item, the Respondent may submit quotations on that or a proposed equal product provided they are equivalent and substantiated to be so by submitted specifications and/or samples. When the description includes the wording "no substitute" in addition to the manufacturer/brand name and number, quotations will be accepted only on the item specified. The District reserves the right to make sole judgment as to acceptability of proposed equal products without qualification or explanation.

TABULATION: Copies of bid tabulation sheets will be available to Respondents upon request at the rate of thirty-seven cents per page (one-sided) for letter size documents, and sixty-five cents per page (one-sided) for legal size documents payable in advance. Respondents may record information at the time of public opening.

SAMPLES: Samples of items, when requested/required, must be furnished free of expense and if not destroyed, will be returned upon request at the Respondents' expense.

NON-COLLUSION: By submission of the bid, the Respondent certifies that the bid has been arrived at independently and submitted without collusion with any other Respondent and that the contents of the bid have not been communicated, nor to the best of its knowledge and belief, by any one of its employees or agents, to any person not an employee or agent of the Respondent or its surety on any bond furnished herewith, and will not be communicated to any person prior to the official opening of the bid.

GRATUITIES: Respondents are expressly advised that gratuities are not allowed. District employees may not accept any gift, service, honorarium, stipend or fee, or use their position for private advantage or personal, financial or material gain. The District will investigate reported violations. Respondents, whom the Director of Purchasing or designee finds to have violated these provisions, may be barred from doing business with the District; employees may be disciplined according to District Policy.

CONTINUATION SHEET
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CANCELLATION: The District reserves the right to cancel without penalty, at any time, any awards occurring as a result of this bid. Time is of the essence. When a date is set for the delivery of merchandise or the performance of work, the merchandise must be delivered, or work performed, in accordance with the bid specifications or description on or before that date, or the order to the delinquent Respondent may be canceled and re-awarded. In such case, the District will have the right to buy merchandise or services at market price for immediate delivery. Any excess in cost shall be paid by the delinquent Respondent or deducted from any money due the delinquent Respondent.

COMPLIANCE: The Respondent agrees to comply with all applicable federal, state, and local laws, regulations, administrative rulings, and codes and secure all necessary licenses and permits in connection with this bid and any services to be provided hereunder.

GOVERNING LAW: Venue for any and all legal action regarding or arising out of transactions covered herein shall be solely in the District Court in and for Jefferson County, State of Colorado. The transaction shall be governed by the laws of the State of Colorado.

TAX: The District is a political subdivision of the State of Colorado and as such is generally exempt and not liable for any sales, use, excise, property, or other taxes imposed by any federal, state or local government tax authority. The District is also not liable for any franchise taxes or taxes related to the income of a contractor. No taxes of any kind shall be charged to the District. Quotations shall not include the cost of any such taxes, including those on any materials, supplies or equipment used or installed in the work. The Respondent is hereby notified that when materials are purchased for the benefit of the District, some political subdivisions require the Respondent to pay sales or use taxes even though the ultimate product or service is provided to the District. These sales or use taxes will not be reimbursed by the District, nor will any prices be adjusted on account of such taxes. The Respondent shall file an "Application for Exemption Certificate" with the Colorado Department of Revenue and submit copies of such certificate to the District upon award of the contract and prior to commencement of any work.

HAZARDOUS MATERIAL: The Respondent represents that each product furnished is safe for normal use, is nontoxic, presents no abnormal hazards to persons or the environment, and may be disposed of as normal refuse. All materials, supplies, and equipment furnished or services performed under the terms of the purchase order or contract issued in response to this bid shall comply with the requirements and standards specified in the Occupational Safety and Health Act of 1970, 29 U.S.C. SS 651 et seq., and regulations. If applicable, Material Safety Data Sheets must be sent with the bid.

HOLD HARMLESS: The Respondent agrees to protect, defend and hold the District harmless from and against any claim or demand for payment or other claim based upon or related to the use of any patented material, process, article or device that may enter into the manufacture, construction or form a part of any work covered or materials and equipment furnished under this bid.

INDEMNIFICATION: The Respondent agrees to indemnify and hold the District harmless from claims, suits or actions of every nature and description brought against it for or on account of any injuries or damages received or sustained by any party or parties, caused in whole or in part by or from the acts of the Respondent, its servants or agents. To this extent, the Respondent agrees to furnish adequate Public Liability and Property Damage Insurance, the amount of which will be determined by the District whenever such insurance, in the opinion of the District, is deemed necessary.

APPROPRIATIONS & APPROVAL: Any and all obligations of the District under this Agreement may be subject to annual approval and/or budgeting and appropriation by the District.

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EQUAL OPPORTUNITY: In connection with the performance of any work under the bid, the Respondent shall agree not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, creed, color, national origin, ancestry, age, sex, or disability, and further agrees to insert the foregoing provisions in all subcontracts hereunder.

INSURANCE: The Respondent will be required to indemnify and hold the District harmless from suits or actions of any kind, including workers' compensation claims, brought against it for or on account of any damages or injuries received or sustained by any parties, by or from the acts of the Respondent or his agents. The Respondent will furnish copies of insurance certificates with the District included as additional insured on policies for comprehensive general liability with limits of not less than \$2,000,000 (\$2,000,000 aggregate must be maintained), combined single limit bodily injury and property damage and auto liability combined single limit \$2,000,000, \$2,000,000 aggregate must be maintained. The District must be notified by certified mail at least thirty (30) days prior to cancellation of any insurance policy. The Respondent will furnish copies of insurance certificates for statutory workers' compensation and employers' liability with limits of not less than \$1,000,000.

ILLEGAL ALIENS: Pursuant to Colorado Revised Statutes, § 8-17.5-101 et. seq., the District cannot enter into or renew a public contract for services with a vendor/contractor who knowingly employs or contracts with an illegal alien to perform work under the contract or who knowingly contracts with a subcontractor who knowingly employs or contracts with illegal aliens to perform work under the contract.

In accordance with the mandatory provisions of Colorado Revised Statutes, § 8-17.5-101 et. seq., Vendor/Contractor certifies that it shall not knowingly employ or contract with an illegal alien to perform work under this Agreement, or enter into a contract with a subcontractor that fails to certify to the Vendor/Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract.

The Vendor/Contractor has confirmed or attempted to confirm the employment eligibility of all employees who are newly hired for employment in the United States through participation in the United States Citizenship and Immigration Services' Basic Pilot Employment Verification Program (hereinafter referred to as the "Basic Pilot Program"). If Vendor/Contractor has not been accepted into the Basic Pilot Program prior to entering into this Agreement, the Vendor/Contractor shall apply to participate in the Basic Pilot Program every three months until the Vendor/Contractor is accepted or the Contract for services has been completed, whichever is earlier. The Vendor/Contractor shall not use the Basic Pilot Program to undertake pre-employment screening of job applicants while the Agreement is being performed.

If the Vendor/Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, the Vendor/Contractor shall:

- a. Notify the subcontractor and the District within three days that the Vendor/Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
- b. Terminate the subcontract if within three days of receiving actual notice the subcontractor does not stop employing or contracting with the illegal alien, except that the Vendor/Contractor shall not terminate the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

The Vendor/Contractor shall comply with any reasonable request by the Department of Labor and Employment (hereinafter referred to as the "Department") made in the course of an investigation that the Department is undertaking pursuant to C.R.S. § 8-17.5-102(5).

CONTINUATION SHEET
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If the Vendor/Contractor violates the provisions of this paragraph, the District may terminate the contract for breach and the Vendor/Contractor shall be liable for actual and consequential damages.

If Vendor/Contractor is a natural person eighteen years of age or older, Vendor/Contractor hereby swears or affirms under penalty of perjury that the Vendor/Contractor (i) is a citizen of the United States or otherwise lawfully present in the United States pursuant to federal law, (ii) shall comply with the provisions of CRS 24-76.5-101 et seq, and (iii) shall produce one of the forms of identification required by CRS 24-76.5-103 prior to the effective date of this Agreement.

CRIMINAL RECORD VERIFICATION: Successful Respondent will be required to complete Criminal record check on all employees who work on district property for this contract. Employees who have been convicted of, pled nolo contendere to, or received a deferred sentence or deferred prosecution for a felony, or a misdemeanor crime involving unlawful sexual behavior or unlawful behavior involving children, will not be allowed to work on District property for this contract. The Respondent must complete the district's Criminal Records Check Certification. Each individual Respondent will be responsible to adhere to any Federal, State, and Local privacy and confidentiality requirements.

PERA CONTRIBUTIONS: If the Vendor/Consultant is a Colorado PERA retiree or employs Colorado PERA retirees in performance of this contract, they must inform the District of this status. The District will make any employer PERA contributions that are required by legislation. The Vendor/Consultant or Vendor/Consultant's employee who is a Colorado PERA retiree will be responsible to pay any working retiree contributions to PERA that are required by legislation.

Attachment # 1

<u>SCHOOL NAME</u>	<u>ADDRESS</u>
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PRESCHOOLS (respondents should treat these as an Elementary School):

Anderson	10801 W. 44th Ave. Wheat Ridge, CO 80033
Litz	13950 W.20th Ave Golden, CO 80401
Irwin	1505 S. Pierson Street Lakewood, CO 80232

ELEMENTARY SCHOOLS:

Adams	6450 W. 95th Place Westminster, CO 80021
Allendale	5900 Oak Street Arvada, CO 80004
Belmar	885 S. Garrison Street Lakewood, CO 80226
Bergen Meadow	1892 Bergen Parkway Evergreen, CO 80439
Bergen Valley	1422 Sugarbush Drive Evergreen, CO 80439
Blue Heron	5987 W Dorado Drive Littleton, CO 80123
Bradford Primary	1 White Oak Drive Littleton, CO 80127
Bradford Intermediate	2 Woodruff Littleton, CO 80127
Campbell	6500 Oak Street Arvada, CO 80004
Colorow	6317 S. Estes Street Littleton, CO 80123

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Columbine Hills	6005 W. Canyon Avenue Littleton, CO 80128
Connections Learning Center	1200 Johnson Road Golden, CO 80401
Coronado	7922 S. Carr Street Littleton, CO 80128
Deane	580 S. Harlan Street Lakewood, CO 80226
Dennison Elementary	401 Independence Street Lakewood, CO 80228
Devinny	1725 S. Wright Street Lakewood, CO 90228
Dutch Creek	7304 W. Roxbury Place Littleton, CO 80128
Edgewater	5570 W 24th Ave Edgewater, CO 80214
Eiber	1385 Independence Street Lakewood, CO 80215
Elk Creek	13304 S. U.S. Highway 285 Pine, CO 80470
Fairmount	15975 W. 50th Avenue Golden, CO 80403
Fitzmorris	6250 Independence Street Arvada, CO 80004
Foothills	13165 W. Ohio Avenue Lakewood, CO 80228
Foster	5300 Saulsbury Court Arvada, CO 80002
Fremont	6420 Urban St Arvada, CO 80004
Glennon Heights	11025 W. Glennon Drive Lakewood, CO 80226

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Governor's Ranch	5354 S. Field Street Littleton, CO 80123
Green Gables	8701 W. Woodard Drive Lakewood, CO 80227
Green Mountain	12250 W. Kentucky Drive Lakewood, CO 80228
Hackberry Hill	7300 W. 76th Avenue Arvada, CO 80003
Hutchinson	12900 W. Utah Avenue Lakewood, CO 80228
Kendallvue	13658 W. Marlowe Avenue Morrison, CO 80465
Kendrick Lakes	1350 S. Hoyt Street Lakewood, CO 80232
Kullerstrand	12225 W. 38th Avenue Wheat Ridge, CO 80033
Kyffin	205 Flora Way Golden, CO 80401
Lasley	1401 S. Kendall Street Lakewood, CO 80232
Lawrence	5611 Zephyr Street Arvada, CO 80002
Leawood	6155 W. Leawood Drive Littleton, CO 80123
Little	8448 Otis Drive Arvada, CO 80003
Lukas	9650 W. 97th Avenue Westminster, CO 80021
Lumberg	6705 W. 22nd Avenue Edgewater, CO 80214
Maple Grove	3085 Alkire Street Golden, CO 80401

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Marshdale	26663 North Turkey Creek Rd. Evergreen, CO 80439
Meiklejohn	13405 W 83rd Pl Arvada, CO 80005
Miller Special	200 Kipling Street Lakewood, CO 80226
Mitchell	201 Rubey Drive Golden, CO 80403
Molholm	6000 W. 9th Avenue Lakewood, CO 80214
Mortensen	8006 S. Iris Way Littleton, CO 80128
Mount Carbon	12776 W. Cross Ave. Littleton, CO 80127
Normandy	6750 S. Kendall Blvd. Littleton, CO 80128
Parmalee	4460 Parmalee Gulch Rd. P.O. Box 58 Indian Hills, CO 80454
Parr	5800 W. 84th Avenue Arvada, CO 80003
Patterson International	1263 S. Dudley Street Lakewood, CO 80232
Peck	6495 Carr Street Arvada, CO 80004
Peiffer	4997 S. Miller Way Littleton, CO 80127
Pennington	4645 Independence Street Wheat Ridge, CO 80033
Pleasant View	15920 W. 10th Avenue Golden, CO 80401
Powderhorn	12109 W. Coal Mine Ave. Littleton, CO 80127

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Prospect Valley	3400 Pierson Street Wheat Ridge, CO 80033
Ralston	25856 Columbine Glen Rd Golden, CO 80401
Red Rocks	17199 State Highway #74 Morrison, CO 80465
Rooney Ranch	2200 S. Coors Street Lakewood, CO 80228
Ryan	5851 W. 115th Ave. Westminster, CO 80020
Secrest	6875 W. 64th Avenue Arvada, CO 80003
Semper	7575 W. 96th Ave. Westminster, CO 80021
Shaffer	7961 Sangre de Cristo Road Littleton, CO 80127
Shelton	420 Crawford Street Golden, CO 80401
Sheridan Green	10951 Harlan Street Westminster, CO 80020
Sierra	7751 Oak Street Arvada, CO 80005
Slater	8605 W. 23rd Avenue Lakewood, CO 80215
Sobesky Academy	2001 Hoyt Street Lakewood, CO 80215
South Lakewood	8425 W. 1st Avenue Lakewood, CO 80226
Stein	80 S Teller Street Lakewood, CO 80226
Stevens	4001 Reed Street Wheat Ridge, CO 80033

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Stober	2300 Urban Street Lakewood, CO 80215
Stony Creek	7203 S. Everett Street Littleton, CO 80128
Stott	6600 Yank Way Arvada, CO 80004
Swanson	6055 W. 68th Avenue Arvada, CO 80003
Thomson	7750 Harlan Street Arvada, CO 80003
Ute Meadows	11050 W. Meadows Drive Littleton, CO 80127
Van Arsdale	7535 Alkire Street Arvada, CO 80005
Vanderhoof	5875 Routt Court Arvada, CO 80004
Vivian	10500 W. 25th Avenue Lakewood, CO 80215
Warder	7840 Carr Drive Arvada, CO 80005
Weber	8725 W. 81st Place Arvada, CO 80005
Welchester	13000 W. 10th Avenue Golden, CO 80401
West Jefferson	26501 Barkley Road Conifer, CO 80433
West Woods	16650 W. 72nd Ave. Arvada, CO 80007
Westgate	8550 W. Vassar Drive Lakewood, CO 80227
Westridge	10785 W. Alamo Place Littleton, CO 80127

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Wilmore-Davis	7975 W. 41st Avenue Wheat Ridge, CO 80033
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Wilmot	5124 S. Hatch Drive Evergreen, CO 80439
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Witt	10255 W. 104th Drive Westminster, CO 80021
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MIDDLE SCHOOLS:

Arvada K-8	5751 Balsam Street Arvada, CO 80002
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Bear Creek K-8	9601 W Dartmouth Place Lakewood, CO 80227
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Bell Middle	1001 Ulysses Street Golden, CO 80401
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Carmody Middle	2050 S. Kipling Street Lakewood, CO 80227
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Coal Creek K-8	11719 Ranch Elsie Road Golden, CO 80403
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Creighton Middle	75 Independence Street Lakewood, CO 80226
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Deer Creek Middle	9201 W. Columbine Drive Littleton, CO 80128
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Drake Middle	12550 W. 52nd Avenue Arvada, CO 80002
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Dunstan Middle	1855 S. Wright Street Lakewood, CO 80228
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Evergreen Middle	2059 Hiwan Drive Evergreen, CO 80439
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Everitt Middle	3900 Kipling Street Wheat Ridge, CO 80033
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Falcon Bluffs Middle	8449 S Garrison Street Littleton, CO 80128
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Jefferson County Open	7655 W. 10th Avenue
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Lakewood, CO 80215

Ken Caryl Middle	6509 W. Ken Caryl Avenue Littleton, CO 80128
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Mandalay Middle	9651 Pierce Street Westminster, CO 80021
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Manning School	13200 W 32nd Ave Golden, CO 80401
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Moore Middle	8455 W. 88th Avenue Arvada, CO 80005
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North Arvada Middle	7285 Pierce Street Arvada, CO 80003
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Oberon Middle	7300 Quail Street Arvada, CO 80005
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O'Connell Middle	1275 S. Teller Place Lakewood, CO 80232
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Summit Ridge Middle	11809 W. Coal Mine Avenue Littleton, CO 80127
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Wayne Carle Middle	10200 W 100th Ave Westminster, CO 80021
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West Jefferson Middle	9449 Barnes Avenue Conifer, CO 80433
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Wheat Ridge 5-8 (Middle)	7101 W. 38th Avenue Wheat Ridge, CO 80033
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HIGH SCHOOLS:

Alameda High School	1255 S. Wadsworth Blvd. Lakewood, CO 80232
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Arvada High School	7951 W. 65th Avenue Arvada, CO 80004
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Arvada West High School	11325 Allendale Drive Arvada, CO 80004
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Bear Creek High School	3490 S. Kipling Street
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	Lakewood, CO 80227
Brady Exploration	5220 W Ohio Avenue Lakewood, CO 80226
Chatfield High School	7227 S. Simms Street Littleton, CO 80127
Columbine High School	6201 S. Pierce Street Littleton, CO 80123
Conifer High School	10441 County Hwy #73 Conifer, CO 80433
Dakota Ridge High School	13399 W. Coal Mine Ave. Littleton, CO 80127
D'Evelyn Junior/Senior	10359 W Nassau Ave Denver, CO 80235
Evergreen High School	29300 Buffalo Park Rd Evergreen, CO 80439
Golden High School	701 24th Street Golden, CO 80401
Green Mountain High School	13175 W. Green Mountain Dr. Lakewood, CO 80228
Jefferson High School	2305 Pierce Street Edgewater, CO 80214
Lakewood High School	9700 W. 8th Avenue Lakewood, CO 80215
McLain Community High School And Long View High School	13600 W 2nd Place Lakewood, CO 80228
Pomona High School	8101 Pomona Drive Arvada, CO 80005
Ralston Valley High School	13355 W 80th Avenue Arvada, CO 80005
Standley Lake High School	9300 W. 104th Avenue Westminster, CO 80021
Wheat Ridge High School	9505 W. 32nd Avenue

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Wheat Ridge, CO 80033

Warren Tech
13300 W. 2nd Place
Lakewood, CO 80228-1256

Warren Tech North
11325 Allendale Drive
Arvada, CO 80004

CHARTER SCHOOLS:

Collegiate Academy of Colorado
8420 Sangre de Cristo Road
Littleton, CO 80127

Compass Montessori - Golden
10399 W 44th Ave
Wheat Ridge, CO 80033

Compass Montessori – Wheat Ridge
4441 Salvia St
Golden, CO 80403

Excel Academy
11500 W 84th Ave
Arvada, CO 80005

Free Horizon Montessori
1921 Youngfield St, Suite 204
Golden, CO 80401

Jefferson Academy Elementary
9955 Yarrow Street
Broomfield, CO 80021

Lincoln Academy
6980 Pierce Street
Arvada, CO 80003

Montessori Peaks Academy
9904 W Capri Ave
Littleton, CO 80123

Mountain Phoenix Community School
11398 Ranch Elsie Rd
Golden CO 80403

Rocky Mountain Academy of Evergreen
2959 Royale Elk Way
Evergreen, CO 80439

Rocky Mountain Deaf School
430 S Kipling St
Lakewood, CO 80226

Two Roads High School
7180 Oak St
Arvada, CO 80004

Woodrow Wilson Academy
8300 W 94th Ave
Westminster 80021

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OUTDOOR LABORATORY SCHOOLS:

Mount Evans 201 Evans Ranch Road
Evergreen, CO 80439

Windy Peak Outdoor Lab Box 435
20973 Wellington Lake Road
Bailey, CO 80421

ADMINISTRATIVE AND TRANSPORTATION SITES:

Education Center
1829 Denver West Drive
Building #27
Golden, CO 80401

Quail Campus
809 Quail Street
Lakewood, CO 80215

South Transportation Terminal
3704 S. Kipling St.
Denver , CO 80235

North Transportation Terminal
6751 Indiana St.
Arvada , CO 80007

West Transportation Terminal
7000 S. Hwy 73
Evergreen, CO 80439

**QWEST METRO OPTICAL ETHERNET SERVICE
FIXED PERIOD PRICING PLAN
Intrastate**

Agreement Number: _____

This Qwest Metro Optical Ethernet Service Agreement ("Agreement") between **Jefferson County Public Schools R-1** ("Customer") and **Qwest Corporation** ("Qwest") is binding upon the parties on the date of execution by Qwest.

Filing Concurrence

Qwest may be required to submit this Agreement and any subsequent addenda for Service to certain regulatory agencies for approval because the rates and some terms in this Agreement are being offered on an individual case basis ("ICB"). The terms and conditions in the Termination Section of this Agreement may require filing with or approval by regulatory agencies ("ICB Terms"). Although the general terms and conditions of this Agreement are effective on the Effective Date, the ICB Terms will not become effective for a given jurisdiction until the filing and approval requirements for that jurisdiction are fulfilled. Service will be offered in accordance with the applicable Tariff until the ICB Terms become effective. If Customer receives reduced pricing under this Agreement and a regulatory agency later invalidates the ICB Terms after they had become effective, Customer will pay to Qwest any difference in the amounts listed in the applicable Tariff for the Service and the amounts Customer was charged for the Service. When approved by the regulatory agencies, Customer may add additional quantities of Services pursuant to the Service Changes Section under the same terms and conditions with no further filing required. In the event a regulatory agency does not approve this Agreement, the parties will enter into good faith negotiations to mutually resolve the failure to receive the necessary approval. This Agreement for a particular Service remains in full force and effect for Service in all other jurisdictions.

1. Scope.

1.1 Qwest Metro Optical Ethernet Service ("MOE" or "Service") is a flexible transport service that uses established Ethernet transport technology. The Service provides connections between multiple Customer locations within a metropolitan area using native Ethernet protocol. The transmission speed depends on the Ethernet port ("Port") selected and the amount of bandwidth ordered over the Port ("Bandwidth Profile"). Service extends to the Demarcation Point. The "Demarcation Point" is the Qwest Fiber Distribution Panel or Digital Cross-Connect in the building's telecommunications facility or meet-me point. Service is available over three designs: (a) Customer Premises, supporting transmission speeds as low as 5 Mbps and up to 1 Gbps in increments of 10 Mbps from 10 to 100 Mbps, and in increments of 100 Mbps from 100 to 1,000 Mbps; (b) Central Office, supporting transmission speeds of 100 Mbps, 600 Mbps and 1,000 Mbps; and (c) Ethernet with Extended Transport (DS3 required), supporting transmission speeds as low as 5 Mbps and up to 40 Mbps. Service is subject to technical publication 77411 located at <http://www.qwest.com/techpub/> ("Tech Pub"). "SLA" means the service level agreement specific to the Service, located at <http://www.qwest.com/legal/>, which is controlled by the Tariff and each Pub, which are subject to change. The SLA provides Customer's sole and exclusive remedy for service interruptions or service deficiencies of any kind whatsoever for Service.

1.2 Any Qwest tariff, price list, price schedule, administrative guideline, catalog, and other rate and term schedules (hereinafter, whether individually or together, "Tariff") applicable to the Service is incorporated into this Agreement by reference and made a part of this Agreement. The Service will be governed by: (a) the Tariff applicable to the Service; and (b) to the extent a comparable Tariff term or condition does not apply to the Service, the terms and conditions set forth in this Agreement. Qwest reserves the right to amend, change, withdraw, or file additional Tariffs in its sole discretion, with such updated Tariffs effective upon posting or upon fulfillment of any necessary regulatory requirements.

1.3 Service provided herein is subject to network infrastructure availability and may require the expenditure of Qwest capital funds ("Funding") to provide Service to Customer. If a location requires Funding, Qwest will only provide Service if Funding has been approved as evidenced on the signature page of this Agreement. Such approval will be granted at the sole discretion of Qwest. In the event this Agreement is executed and the required Funding is not approved, Qwest agrees to cooperate with Customer in good faith to develop an alternative service solution and either party may terminate this Agreement immediately without penalty if the parties are unable to develop an acceptable service.

1.4 Customer understands and agrees that Qwest supplies Service as an intrastate, intraLATA telecommunications service, as defined by State and/or Federal Communications Commission ("F.C.C.") regulations, which are incorporated herein by this reference. It is Customer's responsibility to ensure that Customer uses Service as an intrastate, intraLATA telecommunications service consistent with such regulations. F.C.C. regulations permit interstate usage of Service if such usage does not exceed 10% of the total usage. If Customer should use this Service for any other purpose, or if interstate usage exceeds 10%, it is Customer's responsibility to immediately notify Qwest of such use and to place an order for appropriate service. Qwest will bill, and Customer will promptly pay, appropriate monthly recurring charges, for such use of and changes to Customer's telecommunications service including, but not limited to all applicable Qwest Access Tariff F.C.C. No. 1 interstate access charges or intrastate Tariff access charges.

2. Term.

2.1 This Agreement is binding upon the parties on the date Qwest signs it and the Initial Term begins on July 1, 2008 ("Effective Date"), and it expires 120 months from the date Service is available to Customer, as evidenced by Qwest records ("Initial Term"). The Service shall have a "Minimum Service Period" of 120 months and expire on June 30, 2018. After the expiration of the Initial Term, this Agreement will continue automatically on a month-to-month basis unless a party notifies the other party in writing of its desire not to

**QWEST METRO OPTICAL ETHERNET SERVICE
FIXED PERIOD PRICING PLAN
Intrastate**

renew this Agreement at least 60 calendar days, and no more than 120 calendar days, prior to the end of the Initial Term. The Qwest Account Team assigned to Customer will notify Customer no later than 75 days prior to the expiration of the Initial Term to discuss then-current rates. After the Initial Term, either party may terminate this Agreement upon 30 calendar days prior written notice. The Initial Term and any month-to-month period thereafter will be collectively referred to as the "Term."

2.2 After the Initial Term, Customer will pay for Service at Qwest's then-current rates. Qwest will inform Customer of its then-current rates for Service upon written request.

3. Installation/Provisioning of Service.

3.1 Qwest will provide the Service at the locations specified in Exhibit 1, attached hereto and made a part of this Agreement. The parties acknowledge the initial order requires an implementation period estimated to be 24 months, however, the parties will endeavor to develop a mutually agreeable implementation plan.

3.2 Qwest will notify Customer of the date Service is available for use. In the event Customer informs Qwest that it is unable or unwilling to accept Service at such time, the subject Service will be held available for Customer for a period not to exceed 30 business days from such date ("Grace Period"). If after the Grace Period, Customer still has not accepted Service, Qwest may either: (a) commence with regular monthly billing for the subject Service; or (b) cancel the subject Service. If Customer cancels an order for Service prior to the date the Service is available for use, or is unable to accept the Service during the Grace Period and Qwest cancels the Service at the end of the Grace Period, the Tariff cancellation charges may apply.

3.3 Start of service for each Service ("Start of Service Date") will begin on the date on which Customer accepts delivery of such Service. Qwest will provide notice that a Service is ready for acceptance. At Customer's request, mutual testing may be performed in accordance to the service parameters outlined in the Tariff.

4. Payment.

4.1 Customer must pay Qwest all charges by the payment due date on the invoice. Any amount not paid when due will be subject to a late charge as specified by the Tariff, or if there is no such late charge specified in the Tariff, the amount due will be subject to late interest at the lesser of 1% per month or the highest rate permitted by applicable law. Customer must also pay Qwest any applicable federal, state, and local taxes, surcharges, and other similar charges ("Taxes") assessed in connection with Customer's Service. Qwest will not invoice for taxes for which the Customer has provided Qwest with the necessary tax exemption certifications. Taxes are subject to change. Qwest may reasonably modify the payment terms or require other assurance of payment based on Customer's payment history or a material and adverse change in Customer's financial condition. Customer will pay the charges listed on Exhibit 1, including the charges for any MOE optional features on Exhibit 1. The charges for Services under this Agreement, including any and all discounts to which Customer may be entitled, will be offered and charged to Customer independently from, and regardless of, Customer's purchase of any customer premises equipment or enhanced services from Qwest.

4.2 The monthly recurring charge ("MRC") and nonrecurring charge ("NRC") for Service, specified on Exhibit 1, reflect the rates currently in effect in the Tariff. Service's MRC and NRC will be those in effect in the Tariff on the first date of installation of Service. Qwest will fix the MRCs during the Term so that Qwest will not pass through any Qwest initiated price increases to Customer during the Term. Any rate increases directed or mandated by a regulatory body will be applied as required.

Promotional Pricing: ☐ Yes ☒ No Promotion Expiration Date: _____
Promotion Description, Title, or Code: _____

5. Changes to Service.

5.1 Subsequent orders to add new Service port(s) will be for the remainder of the Term, provided the Minimum Service Period can be met. All Service ports ordered under this Agreement will expire on the same date as the Agreement regardless of when they are ordered or whether they have fulfilled the Minimum Service Period. In the event the Minimum Service Period cannot be met, a new Agreement must be signed.

5.2 A subsequent order to change or add a Service port during the Term will be assessed an NRC.

5.3 A subsequent order to change Service Bandwidth during the Term will not be assessed the NRC, however, the MRC will be changed to the new Service bandwidth profile charge. Customer may be assessed an early Termination liability charge for any decrease in bandwidth during the Term of the Agreement.

5.4 Customer request for a physical move of Service to a new location will be treated as a termination of service at the original location. NRC's will apply and Term requirements must be met in the new location. In the event the Minimum Service Period cannot be met, a new Agreement must be signed.

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5.5 Customer request for a physical move of Service to a location within the same building as the existing Service will be charged a fee equal to one half the applicable NRC charge. There will be no changes to the Minimum Service Period.

6. Termination.

6.1 Either party may terminate Service and/or this Agreement in accordance with the applicable Tariff or for Cause. "Cause" means the failure of a party to perform a material obligation under this Agreement, which failure is not remedied: (a) for payment defaults by Customer, within five days of separate written notice from Qwest of such default (unless a different notice period is specified in the Tariff); or (b) for any other material breach, within 30 days of written notice (unless a different notice period is specified in the Tariff or this Agreement). Customer will remain liable for charges accrued but unpaid as of the termination date. If, prior to the conclusion of the Term, Service and/or this Agreement is terminated either by Qwest for Cause or by Customer for any reason other than Cause, then Customer will also be liable for any termination charges ("Termination Charge"). Prior to the conclusion of the Term, if Service and/or this Agreement is terminated or bandwidth is decreased below the original contracted level ("decreased bandwidth"), either by Qwest for Cause or by Customer for any reason other than Cause, then Customer will also be liable for and pay Qwest the following Termination Charge: (a) all accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus (b) a termination charge of 100% of the balance of the MRCs for the unexpired portion of the Minimum Service Period for the terminated Service and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus (c) 40% of the balance of the MRCs due for the unexpired portion of the Term in excess of the Minimum Service Period for the terminated Service and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus (d) any and all third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.

6.2 If, after funding has been approved, Customer disconnects Service prior to the end of the Minimum Service Term of 120 months, special construction charges will be assessed to the Customer.

6.3 Qwest and Customer acknowledge the possibility that Customer may experience a substantial decrease in the demand for Services due to the sale or shut down of school district buildings that significantly reduces the size or scope of Customer's operations and the volume of Qwest Services required by Customer. In such event, Customer may terminate the affected Service for those locations without liability for Cancellation Charges as long as Customer provides Qwest at least 60 days prior written notice. Customer must pay all unpaid accrued charges up to the date of termination.

7. Disclaimer Of Warranties. QWEST DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO ADVICE OR INFORMATION GIVEN BY QWEST, ITS AFFILIATES, AGENTS, OR CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES WILL CREATE ANY WARRANTY. CUSTOMER ASSUMES TOTAL RESPONSIBILITY FOR USE OF THE SERVICE.

8. Limitation of Liability. NEITHER PARTY, ITS AFFILIATES, AGENTS, OR CONTRACTORS WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, RELIANCE, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR FOR ANY LOST PROFITS OR REVENUES OR LOST DATA OR COSTS OF COVER RELATING TO THE SERVICE OR THIS AGREEMENT, REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS ASSERTED. WITH REGARD TO ANY SERVICE RELATED CLAIM BY CUSTOMER FOR DAMAGES THAT IS NOT LIMITED BY THE PRECEDING SENTENCE, CUSTOMER'S EXCLUSIVE REMEDIES FOR SUCH CLAIM WILL BE LIMITED TO THE APPLICABLE OUT-OF-SERVICE CREDITS, IF ANY. This limitation of liability will not apply to a party's indemnification obligations or Customer's payment obligation for charges under the Agreement, (e.g., Service charges, Taxes, interest, and termination or cancellation charges).

9. Personal Injury, Death, and Property Damage. Each party will be responsible for the actual, physical damages it directly causes to the other party in the course of its performance under the Agreement, limited to damages resulting from personal injury or death to a party's employees and loss or damage to a party's personal tangible property arising from the negligent acts or omissions of the liable party; PROVIDED, HOWEVER, THAT NEITHER PARTY, ITS AFFILIATES, AGENTS, OR CONTRACTORS WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, RELIANCE, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR FOR ANY LOST PROFITS OR REVENUES OR LOST DATA OR COSTS OF COVER.

10. COLORADO GOVERNMENTAL IMMUNITY ACT. No assent, expressed or implied, by the District to any breach of any obligation or covenant by the Contractor shall be construed as a waiver of any subsequent or other breach by the Contractor. Notwithstanding any other provision of this Agreement to the contrary, no term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, C.R.S. 24-10-101, et seq., as now or hereafter amended.

11. Indemnification. Customer will defend and indemnify Qwest, its Affiliates, agents, and contractors against all third party claims, liabilities, costs, and expenses, including reasonable attorneys' fees, arising from or related to the use, modification, or resale of the Service by Customer or End Users. "End Users" means Customer's members, end users, customers, or any other third parties who utilize or access the Service or the Qwest network via the Service provided hereunder. "Affiliate" means any entity controlled by, controlling, or under common control with a party.

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12. Confidentiality; Publicity. Neither party will, without the prior written consent of the other party: (a) disclose any of the terms of this Agreement or use the name or marks of the other party or its Affiliates; or (b) disclose or use (except as expressly permitted by, or required to achieve the purposes of, this Agreement) the Confidential Information of the other party. Qwest's consent may only be given by its Legal Department. A party may disclose Confidential Information if required to do so by a governmental agency, by operation of law, or if necessary in any proceeding to establish rights or obligations under the Agreement, provided that the disclosing party gives the non-disclosing party reasonable prior written notice. "Confidential Information" means any information that is not generally available to the public, whether of a technical, business or other nature and that: (c) the receiving party knows or has reason to know is confidential, proprietary or trade secret information of the disclosing party; and/or (d) is of such a nature that the receiving party should reasonably understand that the disclosing party desires to protect such information against unrestricted disclosure. Confidential Information will not include information that is in the public domain through no breach of this Agreement by the receiving party or is already known or is independently developed by the receiving party.

13. Governing Law; Dispute Resolution.

13.1 Governing Law; Forum. This Agreement will be governed by the laws of the state of Colorado, except with regard to matters which are within the exclusive jurisdiction of the state or federal regulatory agency. Those matters alone will be governed by the laws of the appropriate jurisdiction. Any legal proceeding relating to this Agreement will be brought in a U.S. District Court, or absent federal jurisdiction, in a state court of competent jurisdiction, in the location of the party to this Agreement not initiating the action, as indicated in the Notices section. But Qwest may, at its discretion, initiate proceedings in Denver, Colorado to collect undisputed amounts billed. This provision is not intended to deprive a small claims court or state agency of lawful jurisdiction that would otherwise exist over a claim or controversy between the parties.

13.2 Waiver of Class Action. Each party, to the extent permitted by law, knowingly, voluntarily, and intentionally waives its right to pursue any claim or action relating to this Agreement on a class or consolidated basis or in a representative capacity.

14. Notices. Unless otherwise provided herein, all required notices to Qwest must be in writing, sent to 1801 California St., # 900, Denver, CO 80202; fax: 888-778-0054; Attn.: Legal Dept., and to Customer at its then current address as reflected in Qwest's records Attn.: General Counsel or other person designated for notices. Unless otherwise provided herein, all notices will be deemed given: (a) when delivered in person to the recipient named above; (b) three business days after mailed via regular U.S. Mail; (c) when delivered via overnight courier mail; or (d) when delivered by fax if duplicate notice is also sent by regular U.S. Mail.

***5. General Provisions.** Customer may not assign this Agreement or any of its rights or obligations under this Agreement without the prior written consent of Qwest, which consent will not be unreasonably withheld. Customer may not assign to a reseller or a telecommunications carrier under any circumstances, and represents that it will not resell the Service. This Agreement is intended solely for Qwest and Customer, and not to benefit any other person or entity (e.g., End User). If any term of this Agreement is held unenforceable, such term will be construed as nearly as possible to reflect the original intent of the parties and the remaining terms will remain in effect. Neither party's failure to insist upon strict performance of any provision of this Agreement will be construed as a waiver of any of its rights hereunder. All terms of this Agreement that should by their nature survive the termination of this Agreement will so survive. In the event of a conflict in any term or condition of any documents that govern the provision of the Service hereunder, the following order of precedence will apply in descending order of control: the Tariff, this Agreement, and Qwest records. Neither party will be liable for any delay or failure to perform its obligations hereunder if such delay or failure is caused by a Force Majeure Event. "Force Majeure Event" means an unforeseeable event beyond the reasonable control of that party, including without limitation: act of God, fire, flood, labor strike, sabotage, fiber cuts, acts of terror, material shortages or unavailability, government laws or regulations, war or civil disorder, or failures of suppliers of goods and services. Except for Tariff or Service modifications initiated by Qwest, all amendments to this Agreement must be in writing and signed by the parties' authorized representatives. However, any change in rates, charges, or regulations mandated by the legally constituted authorities will act as a modification of any contract to that extent without further notice. Each party reserves the right at any time to reject any handwritten change to this Agreement.

16. Entire Agreement. This Agreement constitutes the entire agreement between Customer and Qwest and supersedes all prior oral or written agreements or understandings relating to this subject matter.

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The parties have read, understand and agree to all of the above terms and conditions of this Agreement and hereby execute and authorize this Agreement.

Jefferson County Public Schools R-1

Holly Callero Perry
Authorized Signature

Holly Callero Perry
Name Typed or Printed

Susan K. Baker
Purchasing Manager, CPPB

Staff Offer Management Analyst
Title

Date 1-31-2008

Qwest Corporation

Susan Baker
Authorized Signature

Susan Baker
Name Typed or Printed

Offer Management
Title

January 31, 2008
Date

(FOR QWEST INTERNAL USE ONLY)

FUNDING CONCURRENCE REQUIRED PRIOR TO EXECUTION

AQCB Quote No. CO0703516

Date Concurred: 1/31/08 by Darla Ehli

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Agreement Number: _____

Jefferson County Public Schools R-1

EXHIBIT 1

(COCC MRC required for Central Office design)

(EwET Customer Interface MRC and Total Chan Term & Transport Mileage MRC required for Ethernet with Extended Transport design)

(Show N/A, if an MRC does not apply)

Location (Address, City, State)	NPA/NXX	Band - width h Profil e	Band- width MRC per each	Port Speed	Port Speed NRC per each	COCC MRC		EwET Cus- tomer Interface MRC	DS3 Total Chan Term & Transport Mileage	
						MR C	NRC		MRC	NRC
ELEMENTARY SCHOOLS:										
Adams Elementary 6450 W 95th Place, Westminster CO, 80021	303/426	100 Mbps	\$1,046.04	10/100 Mbps	\$600.00	N/A	N/A	N/A	N/A	N/A
Allendale Elementary 5900 Oak Street, Arvada CO, 80004	303/420	100 Mbps	\$1,046.04	10/100 Mbps	\$600.00	N/A	N/A	N/A	N/A	N/A
Al Meiklejohn Elementary School 13405 W 83rd Place, Arvada CO, 80005	303/420	100 Mbps	\$1,046.04	10/100 Mbps	\$600.00	N/A	N/A	N/A	N/A	N/A
Bear Creek School (K-8) 3125 S Kipling Street, Lakewood CO, 80227	303/985	100 Mbps	\$1,046.04	10/100 Mbps	\$600.00	N/A	N/A	N/A	N/A	N/A
Belmar Elementary 885 S Garrison Street, Lakewood CO, 80226	303/985	100 Mbps	\$1,046.04	10/100 Mbps	\$600.00	N/A	N/A	N/A	N/A	N/A
Bergen Meadow Elementary (K-2) 1892 Bergen Parkway, Evergreen CO, 80439	303/674	100 Mbps	\$1,046.04	10/100 Mbps	\$600.00	N/A	N/A	N/A	N/A	N/A
Bergen Valley Elementary (3-5) 1422 Sugarbush Drive, Evergreen CO, 80439	303/674	100 Mbps	\$1,046.04	10/100 Mbps	\$600.00	N/A	N/A	N/A	N/A	N/A
Blue Heron Elementary 5987 W Dorado Dr, Littleton CO, 80123	303/794	100 Mbps	\$1,046.04	10/100 Mbps	\$600.00	N/A	N/A	N/A	N/A	N/A
Bradford Primary 1 White Oak Drive, Littleton CO, 80127	303/973	100 Mbps	\$1,046.04	10/100 Mbps	\$600.00	N/A	N/A	N/A	N/A	N/A
Bradford Intermediate 2 Woodruff, Littleton CO, 80127	303/973	100 Mbps	\$1,046.04	10/100 Mbps	\$600.00	N/A	N/A	N/A	N/A	N/A
Campbell Elementary 6500 Oak Street, Arvada CO, 80004	303/420	100 Mbps	\$1,046.04	10/100 Mbps	\$600.00	N/A	N/A	N/A	N/A	N/A
Coal Creek Elementary (K-8) 11719 Ranch Elsie Road, Golden CO, 80403	303/642	100 Mbps	\$1,046.04	10/100 Mbps	\$600.00	N/A	N/A	N/A	N/A	N/A
Colorow Elementary 6317 S Estes Street, Littleton CO, 80123	303/973	100 Mbps	\$1,046.04	10/100 Mbps	\$600.00	N/A	N/A	N/A	N/A	N/A
Columbine Hills Elementary 6005 W Canyon Avenue, Littleton CO, 80128	303/973	100 Mbps	\$1,046.04	10/100 Mbps	\$600.00	N/A	N/A	N/A	N/A	N/A
Coronado Elementary 7922 S Carr St, Littleton CO, 80128	303/973	100 Mbps	\$1,046.04	10/100 Mbps	\$600.00	N/A	N/A	N/A	N/A	N/A
Deane Elementary 580 S Harlan Street, Lakewood CO, 80226	303/922	100 Mbps	\$1,046.04	10/100 Mbps	\$600.00	N/A	N/A	N/A	N/A	N/A
Devinny Elementary 1725 S Wright Street, Lakewood CO, 80228	303/985	100 Mbps	\$1,046.04	10/100 Mbps	\$600.00	N/A	N/A	N/A	N/A	N/A

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Location (Address, City, State)	NPA/NXX	Band width Profile	Band- width MRC per each	Port Speed	Port Speed NRC per each	COCC MRC		EwET Cus- tomer Interface MRC	DS3 Total Chan Term & Transport Mileage	
						MR C	NRC		MRC	NRC
ELEMENTARY SCHOOLS:										
Dutch Creek Elementary 7304 W Roxbury Place, Littleton CO, 80128	303/973	100 Mbps	\$1,046.04	10/100 Mbps	\$600.00	N/A	N/A	N/A	N/A	N/A
Edgewater Elementary 5570 W 24th Avenue, Edgewater CO, 80214	303/231	100 Mbps	\$1,046.04	10/100 Mbps	\$600.00	N/A	N/A	N/A	N/A	N/A
Eiber Elementary 1385 Independence Street, Lakewood CO, 80215	303/231	100 Mbps	\$1,046.04	10/100 Mbps	\$600.00	N/A	N/A	N/A	N/A	N/A
Elk Creek Elementary 13304 S US Highway 285, Pine CO, 80470	303/838	100 Mbps	\$1,046.04	10/100 Mbps	\$600.00	N/A	N/A	N/A	N/A	N/A
Fairmount Elementary 15975 W 50th Avenue, Golden CO, 80403	303/277	100 Mbps	\$1,046.04	10/100 Mbps	\$600.00	N/A	N/A	N/A	N/A	N/A
Fitzmorris Elementary 6250 Independence Street, Arvada CO, 80004	303/420	100 Mbps	\$1,046.04	10/100 Mbps	\$600.00	N/A	N/A	N/A	N/A	N/A
Foothills Elementary 13165 W Ohio Avenue, Lakewood CO, 80228	303/985	100 Mbps	\$1,046.04	10/100 Mbps	\$600.00	N/A	N/A	N/A	N/A	N/A
Foster Elementary 5300 Saulsbury Court, Arvada CO, 80002	303/420	100 Mbps	\$1,046.04	10/100 Mbps	\$600.00	N/A	N/A	N/A	N/A	N/A
Fremont Elementary 6420 Urban St, Arvada CO, 80004	303/420	100 Mbps	\$1,046.04	10/100 Mbps	\$600.00	N/A	N/A	N/A	N/A	N/A
Glennon Heights Elementary 11025 W Glennon Drive, Lakewood CO, 80226	303/985	100 Mbps	\$1,046.04	10/100 Mbps	\$600.00	N/A	N/A	N/A	N/A	N/A
Governor's Ranch Elementary 5354 S Field Street, Littleton CO, 80123	303/973	100 Mbps	\$1,046.04	10/100 Mbps	\$600.00	N/A	N/A	N/A	N/A	N/A
Green Gables Elementary 8701 W Woodard Drive, Lakewood CO, 80227	303/985	100 Mbps	\$1,046.04	10/100 Mbps	\$600.00	N/A	N/A	N/A	N/A	N/A
Green Mountain Elementary 12250 W Kentucky Drive, Lakewood CO, 80228	303/985	100 Mbps	\$1,046.04	10/100 Mbps	\$600.00	N/A	N/A	N/A	N/A	N/A
Hackberry Hill Elementary 7300 W 76th Avenue, Arvada CO, 80003	303/420	100 Mbps	\$1,046.04	10/100 Mbps	\$600.00	N/A	N/A	N/A	N/A	N/A
Hutchinson Elementary 12900 W Utah Avenue, Lakewood CO, 80228	303/231	100 Mbps	\$1,046.04	10/100 Mbps	\$600.00	N/A	N/A	N/A	N/A	N/A
Kendallvue Elementary 13658 W Marlowe Avenue, Morrison CO, 80465	303/697	100 Mbps	\$1,046.04	10/100 Mbps	\$600.00	N/A	N/A	N/A	N/A	N/A
Kendrick Lakes Elementary 1350 S Hoyt Street, Lakewood CO, 80232	303/985	100 Mbps	\$1,046.04	10/100 Mbps	\$600.00	N/A	N/A	N/A	N/A	N/A
Kullerstrand Elementary 12225 W 38th Avenue, Wheat Ridge CO, 80033	303/420	100 Mbps	\$1,046.04	10/100 Mbps	\$600.00	N/A	N/A	N/A	N/A	N/A
Kyffin Elementary 205 Flora Way, Golden CO, 80401	303/277	100 Mbps	\$1,046.04	10/100 Mbps	\$600.00	N/A	N/A	N/A	N/A	N/A
Lasley Elementary 1401 S Kendall Street, Lakewood CO, 80232	303/922	100 Mbps	\$1,046.04	10/100 Mbps	\$600.00	N/A	N/A	N/A	N/A	N/A
Lawrence Elementary 5611 Zephyr Street, Arvada CO, 80002	303/420	100 Mbps	\$1,046.04	10/100 Mbps	\$600.00	N/A	N/A	N/A	N/A	N/A

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Location (Address, City, State)	NPA/NXX	Band - width Profile	Band-width MRC per each	Port Speed	Port Speed NRC per each	COCC MRC		EwET Customer Interface MRC	DS3 Total Chan Term & Transport Mileage	
						MR C	NRC		MRC	NRC
ELEMENTARY SCHOOLS:										
Leawood Elementary 6155 W Leawood Drive, Littleton CO, 80123	303/794	100 Mbps	\$1,046.04	10/100 Mbps	\$600.00	N/A	N/A	N/A	N/A	N/A
Little Elementary 8448 Otis Drive, Arvada CO, 80003	303/420	100 Mbps	\$1,046.04	10/100 Mbps	\$600.00	N/A	N/A	N/A	N/A	N/A
Lukas Elementary 9650 W 97th Avenue, Westminster CO, 80021	303/420	100 Mbps	\$1,046.04	10/100 Mbps	\$600.00	N/A	N/A	N/A	N/A	N/A
Lumberg Elementary 6705 W 22nd Avenue, Edgewater CO, 80214	303/231	100 Mbps	\$1,046.04	10/100 Mbps	\$600.00	N/A	N/A	N/A	N/A	N/A
Maple Grove Elementary 3085 Alkire Street, Golden CO, 80401	303/277	100 Mbps	\$1,046.04	10/100 Mbps	\$600.00	N/A	N/A	N/A	N/A	N/A
Marshdale Elementary 26663 North Turkey Creek Road, Evergreen CO, 80439	303/674	100 Mbps	\$1,046.04	10/100 Mbps	\$600.00	N/A	N/A	N/A	N/A	N/A
Martensen Elementary 6625 W 45th Place, Wheat Ridge CO, 80033	303/420	100 Mbps	\$1,046.04	10/100 Mbps	\$600.00	N/A	N/A	N/A	N/A	N/A
Mitchell Elementary 201 Rubey Drive, Golden CO, 80403	303/277	100 Mbps	\$1,046.04	10/100 Mbps	\$600.00	N/A	N/A	N/A	N/A	N/A
Molholm Elementary 6000 W 9th Avenue, Lakewood CO, 80214	303/231	100 Mbps	\$1,046.04	10/100 Mbps	\$600.00	N/A	N/A	N/A	N/A	N/A
Mortensen Elementary 8006 S Iris Way, Littleton CO, 80128	303/973	100 Mbps	\$1,046.04	10/100 Mbps	\$600.00	N/A	N/A	N/A	N/A	N/A
Mt. Carbon Elementary 12776 W Cross Avenue, Littleton CO, 80127	303/973	100 Mbps	\$1,046.04	10/100 Mbps	\$600.00	N/A	N/A	N/A	N/A	N/A
Normandy Elementary 6750 S Kendall Blvd, Littleton CO, 80128	303/973	100 Mbps	\$1,046.04	10/100 Mbps	\$600.00	N/A	N/A	N/A	N/A	N/A
Parmalee Elementary 4460 Parmalee Gulch Rd, Indian Hills CO, 80454	303/697	100 Mbps	\$1,046.04	10/100 Mbps	\$600.00	N/A	N/A	N/A	N/A	N/A
Parr Elementary 5800 W 84th Avenue, Arvada CO, 80003	303/420	100 Mbps	\$1,046.04	10/100 Mbps	\$600.00	N/A	N/A	N/A	N/A	N/A
Patterson Elementary 1263 S Dudley Street, Lakewood CO, 80232	303/985	100 Mbps	\$1,046.04	10/100 Mbps	\$600.00	N/A	N/A	N/A	N/A	N/A
Peck Elementary 6495 Carr Street, Arvada CO, 80004	303/420	100 Mbps	\$1,046.04	10/100 Mbps	\$600.00	N/A	N/A	N/A	N/A	N/A
Peiffer Elementary 4997 S Miller Way, Littleton CO, 80127	303/973	100 Mbps	\$1,046.04	10/100 Mbps	\$600.00	N/A	N/A	N/A	N/A	N/A
Pennington Elementary 4645 Independence Street, Wheat Ridge CO, 80033	303/420	100 Mbps	\$1,046.04	10/100 Mbps	\$600.00	N/A	N/A	N/A	N/A	N/A
Pleasant View Elementary 15920 W 10th Avenue, Golden CO, 80401	303/277	100 Mbps	\$1,046.04	10/100 Mbps	\$600.00	N/A	N/A	N/A	N/A	N/A
Powderhorn Elementary 12109 W Coal Mine Avenue, Littleton CO, 80127	303/973	100 Mbps	\$1,046.04	10/100 Mbps	\$600.00	N/A	N/A	N/A	N/A	N/A
Prospect Valley Elementary 3400 Pierson Street, Wheat Ridge CO, 80033	303/231	100 Mbps	\$1,046.04	10/100 Mbps	\$600.00	N/A	N/A	N/A	N/A	N/A

**QWEST METRO OPTICAL ETHERNET SERVICE
FIXED PERIOD PRICING PLAN
Intrastate**

Location (Address, City, State)	NPA/NXX	Band - width Profile	Band-width MRC per each	Port Speed	Port Speed NRC per each	COCC MRC		EwET Customer Interface MRC	DS3 Total Chan Term & Transport Mileage		
						MRC	NRC		MRC	NRC	
ELEMENTARY SCHOOLS:											
Ralston Elementary 25856 Columbine Glen Road, Golden CO, 80401	303/526	100 Mbps	\$1,046.04	10/100 Mbps	\$600.00	N/A	N/A	N/A	N/A	N/A	
Red Rocks Elementary 17199 State Highway #74, Morrison CO, 80465	303/697	100 Mbps	\$1,046.04	10/100 Mbps	\$600.00	N/A	N/A	N/A	N/A	N/A	
Rooney Ranch Elementary 2200 S Coors Street, Lakewood CO, 80228	303/985	100 Mbps	\$1,046.04	10/100 Mbps	\$600.00	N/A	N/A	N/A	N/A	N/A	
Russell Elementary 5150 Allison Street, Arvada CO, 80002	303/420	100 Mbps	\$1,046.04	10/100 Mbps	\$600.00	N/A	N/A	N/A	N/A	N/A	
Ryan Elementary 5851 W 115th Ave, Westminster CO, 80020	303/466	100 Mbps	\$1,046.04	10/100 Mbps	\$600.00	N/A	N/A	N/A	N/A	N/A	
Secrest Elementary 6875 W 64th Avenue, Arvada CO, 80003	303/420	100 Mbps	\$1,046.04	10/100 Mbps	\$600.00	N/A	N/A	N/A	N/A	N/A	
Semper Elementary 7575 W 96th Ave, Westminster CO, 80021	303/420	100 Mbps	\$1,046.04	10/100 Mbps	\$600.00	N/A	N/A	N/A	N/A	N/A	
Shaffer Elementary 7961 Sangre de Cristo Road, Littleton CO, 80127	303/973	100 Mbps	\$1,046.04	10/100 Mbps	\$600.00	N/A	N/A	N/A	N/A	N/A	
Shelton Elementary 420 Crawford Street, Golden CO, 80401	303/277	100 Mbps	\$1,046.04	10/100 Mbps	\$600.00	N/A	N/A	N/A	N/A	N/A	
Sheridan Green Elementary 10951 Harlan Street, Westminster CO, 80020	303/466	100 Mbps	\$1,046.04	10/100 Mbps	\$600.00	N/A	N/A	N/A	N/A	N/A	
Sierra Elementary 7751 Oak Street, Arvada CO, 80005	303/420	100 Mbps	\$1,046.04	10/100 Mbps	\$600.00	N/A	N/A	N/A	N/A	N/A	
Slater Elementary 8605 W 23rd Ave, Lakewood CO, 80215	303/231	100 Mbps	\$1,046.04	10/100 Mbps	\$600.00	N/A	N/A	N/A	N/A	N/A	
South Lakewood Elementary 8425 W 1st Avenue, Lakewood CO, 80226	303/231	100 Mbps	\$1,046.04	10/100 Mbps	\$600.00	N/A	N/A	N/A	N/A	N/A	
Stein Elementary 80 S Teller Street, Lakewood CO, 80226	303/231	100 Mbps	\$1,046.04	10/100 Mbps	\$600.00	N/A	N/A	N/A	N/A	N/A	
Stevens Elementary 4001 Reed Street, Wheat Ridge CO, 80033	303/420	100 Mbps	\$1,046.04	10/100 Mbps	\$600.00	N/A	N/A	N/A	N/A	N/A	
Stober Elementary 2300 Urban Street, Lakewood CO, 80215	303/231	100 Mbps	\$1,046.04	10/100 Mbps	\$600.00	N/A	N/A	N/A	N/A	N/A	
Stony Creek Elementary 7203 S Everett Street, Littleton CO, 80128	303/973	100 Mbps	\$1,046.04	10/100 Mbps	\$600.00	N/A	N/A	N/A	N/A	N/A	
Stott Elementary 6600 Yank Way, Arvada CO, 80004	303/420	100 Mbps	\$1,046.04	10/100 Mbps	\$600.00	N/A	N/A	N/A	N/A	N/A	
Swanson Elementary 6055 W 68th Avenue, Arvada CO, 80003	303/420	100 Mbps	\$1,046.04	10/100 Mbps	\$600.00	N/A	N/A	N/A	N/A	N/A	
Thomson Elementary 7750 Harlan Street, Arvada CO, 80003	303/426	100 Mbps	\$1,046.04	10/100 Mbps	\$600.00	N/A	N/A	N/A	N/A	N/A	
Ute Meadows Elementary 11050 W Meadows Drive, Littleton CO, 80127	303/973	100 Mbps	\$1,046.04	10/100 Mbps	\$600.00	N/A	N/A	N/A	N/A	N/A	

**QWEST METRO OPTICAL ETHERNET SERVICE
FIXED PERIOD PRICING PLAN
Intrastate**

		Band - width Profile	Band- width MRC per each	Port Speed	Port Speed NRC per each	COCC MRC		EwET Cus- tomer Interface MRC	DS3 Total Chan Term & Transport Mileage	
Location (Address, City, State)	NPA/NXX					MR C	NRC		MRC	NRC
ELEMENTARY SCHOOLS:										
Van Arsdale Elementary 7535 Alkire Street, Arvada CO, 80005	303/420	100 Mbps	\$1,046.04	10/100 Mbps	\$600.00	N/A	N/A	N/A	N/A	N/A
Vanderhoof Elementary 5875 Routt Court, Arvada CO, 80004	303/420	100 Mbps	\$1,046.04	10/100 Mbps	\$600.00	N/A	N/A	N/A	N/A	N/A
Vivian Elementary 10500 W 25th Avenue, Lakewood CO, 80215	303/231	100 Mbps	\$1,046.04	10/100 Mbps	\$600.00	N/A	N/A	N/A	N/A	N/A
Warder Elementary 7840 Carr Drive, Arvada CO, 80005	303/420	100 Mbps	\$1,046.04	10/100 Mbps	\$600.00	N/A	N/A	N/A	N/A	N/A
Weber Elementary 8725 W 81st Place, Arvada CO, 80005	303/420	100 Mbps	\$1,046.04	10/100 Mbps	\$600.00	N/A	N/A	N/A	N/A	N/A
Welchster Elementary 13000 W 10th Avenue, Golden CO, 80401	303/420	100 Mbps	\$1,046.04	10/100 Mbps	\$600.00	N/A	N/A	N/A	N/A	N/A
West Woods Elementary 16650 W 72nd Avenue, Arvada CO, 80007	303/420	100 Mbps	\$1,046.04	10/100 Mbps	\$600.00	N/A	N/A	N/A	N/A	N/A
Westgate Elementary 8550 W Vassar Drive, Lakewood CO, 80227	303/985	100 Mbps	\$1,046.04	10/100 Mbps	\$600.00	N/A	N/A	N/A	N/A	N/A
Westridge Elementary 10785 W Alamo Place, Littleton CO, 80127	303/973	100 Mbps	\$1,046.04	10/100 Mbps	\$600.00	N/A	N/A	N/A	N/A	N/A
Wilmore-Davis Elementary 7975 W 41st Avenue, Wheat Ridge CO, 80033	303/420	100 Mbps	\$1,046.04	10/100 Mbps	\$600.00	N/A	N/A	N/A	N/A	N/A
Wilmot Elementary 5124 S Hatch Drive, Evergreen CO, 80439	303/674	100 Mbps	\$1,046.04	10/100 Mbps	\$600.00	N/A	N/A	N/A	N/A	N/A
Witt Elementary 10255 W 104th Drive, Westminster CO, 80021	303/466	100 Mbps	\$1,046.04	10/100 Mbps	\$600.00	N/A	N/A	N/A	N/A	N/A
Zerger Elementary 9050 Field Street, Westminster CO, 80021	303/420	100 Mbps	\$1,046.04	10/100 Mbps	\$600.00	N/A	N/A	N/A	N/A	N/A
OTHER SCHOOLS:										
Warren Tec/McLain Communication School/Longview High School 13300 W 2nd Place, Lakewood CO, 80228	303/985	100 Mbps	\$1,046.04	10/100 Mbps	\$600.00	N/A	N/A	N/A	N/A	N/A
Brady Exploration 5290 W Ohio Ave, Lakewood CO, 80226	303/922	100 Mbps	\$1,046.04	10/100 Mbps	\$600.00	N/A	N/A	N/A	N/A	N/A
Jefferson County Open School 7655 W 10 th , Lakewood CO, 80215	303/231	100 Mbps	\$1,046.04	10/100 Mbps	\$600.00	N/A	N/A	N/A	N/A	N/A
Manning School 13200 W 32nd Ave, Golden CO, 80401	303/277	100 Mbps	\$1,046.04	10/100 Mbps	\$600.00	N/A	N/A	N/A	N/A	N/A
Fletcher Miller Special School 200 Kipling St, Lakewood CO, 80226	303/231	100 Mbps	\$1,046.04	10/100 Mbps	\$600.00	N/A	N/A	N/A	N/A	N/A
Sobesky Academy (Secondary) 2001 Hoyt St, Lakewood CO, 80215	303/232	100 Mbps	\$1,046.04	10/100 Mbps	\$600.00	N/A	N/A	N/A	N/A	N/A
Sobesky Academy Elementary 11025 W. Glennon Dr, Lakewood CO, 80226	303/985	100 Mbps	\$1,046.04	10/100 Mbps	\$600.00	N/A	N/A	N/A	N/A	N/A

**QWEST METRO OPTICAL ETHERNET SERVICE
FIXED PERIOD PRICING PLAN
Intrastate**

Location (Address, City, State)	NPA/NXX	Band width Profile	Band- width MRC per each	Port Speed	Port Speed NRC per each	COCC MRC		EwET Cus- tomer Interface MRC	DS3 Total Chan Term & Transport Mileage	
						MR C	NRC		MRC	NRC
ELEMENTARY SCHOOLS:										
Sobesky Academy Mtn Campus 5124 Hatch Drive, Evergreen CO, 80439	303/674	100 Mbps	\$1,046.04	10/100 Mbps	\$600.00	N/A	N/A	N/A	N/A	N/A
Johnson 1200 Johnson Rd, Golden CO, 80401	303/277	100 Mbps	\$1,046.04	10/100 Mbps	\$600.00	N/A	N/A	N/A	N/A	N/A
OTHER LOCATIONS:										
Anderson PS (FKA – Fruitdale) 10801 W. 44th Ave, Wheat Ridge CO, 80033	303/420	100 Mbps	\$1,046.04	10/100 Mbps	\$600.00	N/A	N/A	N/A	N/A	N/A
Litz PS (FKA – Tanglewood) 13950 W 20th Ave, Golden CO, 80401	303/277	100 Mbps	\$1,046.04	10/100 Mbps	\$600.00	N/A	N/A	N/A	N/A	N/A
North Transportation 6751 Indiana, Arvada CO, 80007	303/422	100 Mbps	\$1,046.04	10/100 Mbps	\$600.00	N/A	N/A	N/A	N/A	N/A
South Transportation 3704 So. Kipling, Denver CO, 80235	303/985	100 Mbps	\$1,046.04	10/100 Mbps	\$600.00	N/A	N/A	N/A	N/A	N/A
West Transportation 7000 So. Highway 73, Evergreen CO, 80439	303/674	100 Mbps	\$1,046.04	10/100 Mbps	\$600.00	N/A	N/A	N/A	N/A	N/A
DATA CENTERS:										
Data Center 1829 Denver West Pkwy, Golden CO, 80401	303/277	500 Mbps	\$2,720.00	1000 Mbps	\$600.00	N/A	N/A	N/A	N/A	N/A
Data Center 1829 Denver West Pkwy, Golden CO, 80401	303/277	500 Mbps	\$2,720.00	1000 Mbps	\$600.00	N/A	N/A	N/A	N/A	N/A
Data Center 1829 Denver West Pkwy, Golden CO, 80401	303/277	500 Mbps	\$2,720.00	1000 Mbps	\$600.00	N/A	N/A	N/A	N/A	N/A
Data Center 1829 Denver West Pkwy, Golden CO, 80401	303/277	500 Mbps	\$2,720.00	1000 Mbps	\$600.00	N/A	N/A	N/A	N/A	N/A

Optional Features for MOE:

Location (Address, City, State)	Protect Routing MRC (only applies to the locations showing an MRC)	QoS – MBPS Required (only applies to locations showing an MRC)	Multiple EVCs Quantities (only applies to locations showing an MRC)	Diversity (only applies to locations showing an MRC)	
				MRC	NRC
Adams Elementary 6450 W 95th Place, Westminster CO, 80021	\$	\$35.00	\$	\$	\$
Allendale Elementary 5900 Oak Street, Arvada CO, 80004	\$	\$35.00	\$	\$	\$
Al Meiklejohn Elementary School 13405 W 83rd Place, Arvada CO, 80005	\$	\$35.00	\$	\$	\$
Bear Creek School (K-8) 3125 S Kipling Street, Lakewood CO, 80227	\$	\$35.00	\$	\$	\$
Belmar Elementary 885 S Garrison Street, Lakewood CO, 80226	\$	\$35.00	\$	\$	\$
Bergen Meadow Elementary (K-2) 1892 Bergen Parkway, Evergreen CO, 80439	\$	\$35.00	\$	\$	\$
Bergen Valley Elementary (3-5) 1422 Sugarbush Drive, Evergreen CO, 80439	\$	\$35.00	\$	\$	\$

**QWEST METRO OPTICAL ETHERNET SERVICE
FIXED PERIOD PRICING PLAN
Intrastate**

				Diversity (only applies to locations showing an MRC)	
Blue Heron Elementary 5987 W Dorado Dr, Littleton CO, 80123	\$	\$35.00	\$	\$	\$
Bradford Primary 1 White Oak Drive, Littleton CO, 80127	\$	\$35.00	\$	\$	\$
Bradford Intermediate 2 Woodruff, Littleton CO, 80127	\$	\$35.00	\$	\$	\$
Campbell Elementary 6500 Oak Street, Arvada CO, 80004	\$	\$35.00	\$	\$	\$
Coal Creek Elementary (K-8) 11719 Ranch Elsie Road, Golden CO, 80403	\$	\$35.00	\$	\$	\$
Colorow Elementary 6317 S Estes Street, Littleton CO, 80123	\$	\$35.00	\$	\$	\$
Columbine Hills Elementary 6005 W Canyon Avenue, Littleton CO, 80128	\$	\$35.00	\$	\$	\$
Coronado Elementary 7922 S Carr St, Littleton CO, 80128	\$	\$35.00	\$	\$	\$
Deane Elementary 580 S Harlan Street, Lakewood CO, 80226	\$	\$35.00	\$	\$	\$
Devinny Elementary 1725 S Wright Street, Lakewood CO, 80228	\$	\$35.00	\$	\$	\$
Dutch Creek Elementary 7304 W Roxbury Place, Littleton CO, 80128	\$	\$35.00	\$	\$	\$
Edgewater Elementary 5570 W 24th Avenue, Edgewater CO, 80214	\$	\$35.00	\$	\$	\$
Eiber Elementary 1385 Independence Street, Lakewood CO, 80215	\$	\$35.00	\$	\$	\$
Elk Creek Elementary 13304 S US Highway 285, Pine CO, 80470	\$	\$35.00	\$	\$	\$
Fairmount Elementary 15975 W 50th Avenue, Golden CO, 80403	\$	\$35.00	\$	\$	\$
Fitzmorris Elementary 6250 Independence Street, Arvada CO, 80004	\$	\$35.00	\$	\$	\$
Foothills Elementary 13165 W Ohio Avenue, Lakewood CO, 80228	\$	\$35.00	\$	\$	\$
Foster Elementary 5300 Saulsbury Court, Arvada CO, 80002	\$	\$35.00	\$	\$	\$
Fremont Elementary 6420 Urban St, Arvada CO, 80004	\$	\$35.00	\$	\$	\$
Glennon Heights Elementary 11025 W Glennon Drive, Lakewood CO, 80226	\$	\$35.00	\$	\$	\$
Governor's Ranch Elementary 5354 S Field Street, Littleton CO, 80123	\$	\$35.00	\$	\$	\$
Green Gables Elementary 8701 W Woodard Drive, Lakewood CO, 80227	\$	\$35.00	\$	\$	\$
Green Mountain Elementary 12250 W Kentucky Drive, Lakewood CO, 80228	\$	\$35.00	\$	\$	\$
Hackberry Hill Elementary 7300 W 76th Avenue, Arvada CO, 80003	\$	\$35.00	\$	\$	\$
Hutchinson Elementary 12900 W Utah Avenue, Lakewood CO, 80228	\$	\$35.00	\$	\$	\$
Kendallvue Elementary 13658 W Marlowe Avenue, Morrison CO, 80465	\$	\$35.00	\$	\$	\$
Kendrick Lakes Elementary 1350 S Hoyt Street, Lakewood CO, 80232	\$	\$35.00	\$	\$	\$
Kullerstrand Elementary 12225 W 38th Avenue, Wheat Ridge CO, 80033	\$	\$35.00	\$	\$	\$
Kyffin Elementary 205 Flora Way, Golden CO, 80401	\$	\$35.00	\$	\$	\$

**QWEST METRO OPTICAL ETHERNET SERVICE
FIXED PERIOD PRICING PLAN
Intrastate**

				Diversity (only applies to locations showing an MRC)	
Lasley Elementary 1401 S Kendall Street, Lakewood CO, 80232	\$	\$35.00	\$	\$	\$
Lawrence Elementary 5611 Zephyr Street, Arvada CO, 80002	\$	\$35.00	\$	\$	\$
Leawood Elementary 6155 W Leawood Drive, Littleton CO, 80123	\$	\$35.00	\$	\$	\$
Little Elementary 8448 Otis Drive, Arvada CO, 80003	\$	\$35.00	\$	\$	\$
Lukas Elementary 9650 W 97th Avenue, Westminster CO, 80021	\$	\$35.00	\$	\$	\$
Lumberg Elementary 6705 W 22nd Avenue, Edgewater CO, 80214	\$	\$35.00	\$	\$	\$
Maple Grove Elementary 3085 Alkire Street, Golden CO, 80401	\$	\$35.00	\$	\$	\$
Marshdale Elementary 26663 North Turkey Creek Road, Evergreen CO, 80439	\$	\$35.00	\$	\$	\$
Martensen Elementary 6625 W 45th Place, Wheat Ridge CO, 80033	\$	\$35.00	\$	\$	\$
Mitchell Elementary 201 Rubey Drive, Golden CO, 80403	\$	\$35.00	\$	\$	\$
Molholm Elementary 6000 W 9th Avenue, Lakewood CO, 80214	\$	\$35.00	\$	\$	\$
Mortensen Elementary 8006 S Iris Way, Littleton CO, 80128	\$	\$35.00	\$	\$	\$
Mt. Carbon Elementary 12776 W Cross Avenue, Littleton CO, 80127	\$	\$35.00	\$	\$	\$
Normandy Elementary 6750 S Kendall Blvd, Littleton CO, 80128	\$	\$35.00	\$	\$	\$
Parmalee Elementary 4460 Parmalee Gulch Rd, Indian Hills CO, 80454	\$	\$35.00	\$	\$	\$
Parr Elementary 5800 W 84th Avenue, Arvada CO, 80003	\$	\$35.00	\$	\$	\$
Patterson Elementary 1263 S Dudley Street, Lakewood CO, 80232	\$	\$35.00	\$	\$	\$
Peck Elementary 6495 Carr Street, Arvada CO, 80004	\$	\$35.00	\$	\$	\$
Peiffer Elementary 4997 S Miller Way, Littleton CO, 80127	\$	\$35.00	\$	\$	\$
Pennington Elementary 4645 Independence Street, Wheat Ridge CO, 80033	\$	\$35.00	\$	\$	\$
Pleasant View Elementary 15920 W 10th Avenue, Golden CO, 80401	\$	\$35.00	\$	\$	\$
Powderhorn Elementary 12109 W Coal Mine Avenue, Littleton CO, 80127	\$	\$35.00	\$	\$	\$
Prospect Valley Elementary 3400 Pierson Street, Wheat Ridge CO, 80033	\$	\$35.00	\$	\$	\$
Ralston Elementary 25856 Columbine Glen Road, Golden CO, 80401	\$	\$35.00	\$	\$	\$
Red Rocks Elementary 17199 State Highway #74, Morrison CO, 80465	\$	\$35.00	\$	\$	\$
Rooney Ranch Elementary 2200 S Coors Street, Lakewood CO, 80228	\$	\$35.00	\$	\$	\$
Russell Elementary 5150 Allison Street, Arvada CO, 80002	\$	\$35.00	\$	\$	\$
Ryan Elementary 5851 W 115th Ave, Westminster CO, 80020	\$	\$35.00	\$	\$	\$
Secrest Elementary 6875 W 64th Avenue, Arvada CO, 80003	\$	\$35.00	\$	\$	\$
Semper Elementary	\$	\$35.00	\$	\$	\$

**QWEST METRO OPTICAL ETHERNET SERVICE
FIXED PERIOD PRICING PLAN
Intrastate**

				Diversity (only applies to locations showing an MRC)	
7575 W 96th Ave, Westminster CO, 80021					
Shaffer Elementary 7961 Sangre de Cristo Road, Littleton CO, 80127	\$	\$35.00	\$	\$	\$
Shelton Elementary 420 Crawford Street, Golden CO, 80401	\$	\$35.00	\$	\$	\$
Sheridan Green Elementary 10951 Harlan Street, Westminster CO, 80020	\$	\$35.00	\$	\$	\$
Sierra Elementary 7751 Oak Street, Arvada CO, 80005	\$	\$35.00	\$	\$	\$
Slater Elementary 8605 W 23rd Ave, Lakewood CO, 80215	\$	\$35.00	\$	\$	\$
South Lakewood Elementary 8425 W 1st Avenue, Lakewood CO, 80226	\$	\$35.00	\$	\$	\$
Stein Elementary 80 S Teller Street, Lakewood CO, 80226	\$	\$35.00	\$	\$	\$
Stevens Elementary 4001 Reed Street, Wheat Ridge CO, 80033	\$	\$35.00	\$	\$	\$
Stober Elementary 2300 Urban Street, Lakewood CO, 80215	\$	\$35.00	\$	\$	\$
Stony Creek Elementary 7203 S Everett Street, Littleton CO, 80128	\$	\$35.00	\$	\$	\$
Stott Elementary 6600 Yank Way, Arvada CO, 80004	\$	\$35.00	\$	\$	\$
Swanson Elementary 6055 W 68th Avenue, Arvada CO, 80003	\$	\$35.00	\$	\$	\$
Thomson Elementary 7750 Harlan Street, Arvada CO, 80003	\$	\$35.00	\$	\$	\$
Ute Meadows Elementary 11050 W Meadows Drive, Littleton CO, 80127	\$	\$35.00	\$	\$	\$
Van Arsdale Elementary 7535 Alkire Street, Arvada CO, 80005	\$	\$35.00	\$	\$	\$
Vanderhoof Elementary 5875 Routt Court, Arvada CO, 80004	\$	\$35.00	\$	\$	\$
Vivian Elementary 10500 W 25th Avenue, Lakewood CO, 80215	\$	\$35.00	\$	\$	\$
Warder Elementary 7840 Carr Drive, Arvada CO, 80005	\$	\$35.00	\$	\$	\$
Weber Elementary 8725 W 81st Place, Arvada CO, 80005	\$	\$35.00	\$	\$	\$
Welchster Elementary 13000 W 10th Avenue, Golden CO, 80401	\$	\$35.00	\$	\$	\$
West Woods Elementary 16650 W 72nd Avenue, Arvada CO, 80007	\$	\$35.00	\$	\$	\$
Westgate Elementary 8550 W Vassar Drive, Lakewood CO, 80227	\$	\$35.00	\$	\$	\$
Westridge Elementary 10785 W Alamo Place, Littleton CO, 80127	\$	\$35.00	\$	\$	\$
Wilmore-Davis Elementary 7975 W 41st Avenue, Wheat Ridge CO, 80033	\$	\$35.00	\$	\$	\$
Wilmot Elementary 5124 S Hatch Drive, Evergreen CO, 80439	\$	\$35.00	\$	\$	\$
Witt Elementary 10255 W 104th Drive, Westminster CO, 80021	\$	\$35.00	\$	\$	\$
Zerger Elementary 9050 Field Street, Westminster CO, 80021	\$	\$35.00	\$	\$	\$
Warren Tec/McLain Communication School/Longview High School 13300 W 2nd Place, Lakewood CO, 80228	\$	\$35.00	\$	\$	\$
Brady Exploration 5290 W Ohio Ave, Lakewood CO, 80226	\$	\$35.00	\$	\$	\$
Jefferson County Open School	\$	\$35.00	\$	\$	\$

**QWEST METRO OPTICAL ETHERNET SERVICE
FIXED PERIOD PRICING PLAN
Intrastate**

				Diversity (only applies to locations showing an MRC)	
7655 W 10 th , Lakewood CO, 80215					
Manning School 13200 W 32nd Ave, Golden CO, 80401	\$	\$35.00	\$	\$	\$
Fletcher Miller Special School 200 Kipling St, Lakewood CO, 80226	\$	\$35.00	\$	\$	\$
Sobesky Academy (Secondary) 2001 Hoyt St, Lakewood CO, 80215	\$	\$35.00	\$	\$	\$
Sobesky Academy Elementary 11025 W. Glennon Dr, Lakewood CO, 80226	\$	\$35.00	\$	\$	\$
Sobesky Academy Mtn Campus 5124 Hatch Drive, Evergreen CO, 80439	\$	\$35.00	\$	\$	\$
Johnson 1200 Johnson Rd, Golden CO, 80401	\$	\$35.00	\$	\$	\$
Anderson PS (FKA – Fruitdale) 10801 W. 44th Ave, Wheat Ridge CO, 80033	\$	\$35.00	\$	\$	\$
Litz PS (FKA – Tanglewood) 13950 W 20th Ave, Golden CO, 80401	\$	\$35.00	\$	\$	\$
North Transportation 6751 Indiana, Arvada CO, 80007	\$	\$35.00	\$	\$	\$
South Transportation 3704 So. Kipling, Denver CO, 80235	\$	\$35.00	\$	\$	\$
West Transportation 7000 So. Highway 73, Evergreen CO, 80439	\$	\$35.00	\$	\$	\$
Data Center 1829 Denver West Pkwy, Golden CO, 80401	\$	\$945.00	\$	\$	\$
Data Center 1829 Denver West Pkwy, Golden CO, 80401	\$	\$945.00	\$	\$	\$
Data Center 1829 Denver West Pkwy, Golden CO, 80401	\$	\$945.00	\$	\$	\$
Data Center 1829 Denver West Pkwy, Golden CO, 80401	\$	\$945.00	\$	\$	\$

NON-APPROPRIATIONS ADDENDUM

This is an addendum ("Addendum") to a Qwest service agreement with Qwest Content ID: _____ ("Underlying Agreement") between Jefferson County School District ("Customer") and Qwest Corporation ("Qwest") for QMOE Service ("Service").

.. The purpose of this Addendum is to supplement the Underlying Agreement as follows:

Notwithstanding any provisions of this Agreement to the contrary, the Parties acknowledge that any and all of Customer's obligations under this Agreement are subject to and contingent upon funds for that purpose being budgeted, appropriated and otherwise made available by the Customer. If Customer is at any time unable or unwilling to appropriate the funds required to satisfy its obligations under this Agreement, for whatever reason, Customer may terminate this Agreement by giving Qwest sixty (60) days written notice prior to the end of the then current fiscal year. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of the Customer's monies. Customer agrees it will not use non-appropriations as a means of terminating this Agreement in order to acquire functionally equivalent products or services from a third party. Customer reasonably believes that sufficient funds to discharge its obligations can and will lawfully be appropriated and made available for this purpose.

In the event that Customer is appropriated insufficient funds, by appropriation, appropriation limitation or grant, to continue payments under this Agreement and has no other funding source lawfully available to it for such purpose (as evidenced by notarized documents provided by Customer and agreed to by Qwest), Customer may terminate this Agreement by giving Qwest not less than 30 days prior written notice. Upon termination Customer will remit all amounts due and all costs reasonably incurred by Qwest through the date of termination and, to the extent of lawfully available funds, through the end of the then current fiscal period.

2. Except as modified herein, terms and conditions of the Underlying Agreement will remain in full force and effect.

The parties hereby execute and authorize this addendum as of the latest date shown below:

Customer

Holly Callego Perry
Authorized Signature
Holly Callego Perry
Name Typed or Printed
Purchasing Manager, CMB
Title
1/31/08
Date

Qwest Corporation

Susan K Baker
Authorized Signature
Susan K Baker
Name Typed or Printed
Staff Office Management Analyst
Title
January 31, 2008
Date

QWEST CORPORATION
INTERSTATE PRIVATE LINE TRANSPORT SERVICES PRICING PLAN ACKNOWLEDGMENT
JEFFERSON COUNTY SCHOOL DISTRICT
 Customer's Legal Name ("Customer")

Customer hereby orders from Qwest Corporation ("Qwest") the Qwest Interstate Access Service ("Service") indicated below ("Acknowledgment"). Customer understands and agrees that Qwest provides Service solely under the regulations, rates, and charges of Interstate Access Tariff F.C.C. No. 1 ("Tariff"). In the event of a conflict between this Acknowledgment, Qwest Records and/or the Tariff, the Tariff prevails. Service is subject to the Credit Allowance for Service Interruptions in the Tariff which provides Customer's sole and exclusive remedy for interruptions of any kind to the Service.

SERVICE REQUESTED (Choose one Service per form)		
ANALOG/DATA SERVICES <input type="checkbox"/> Analog Private Line Service <input type="checkbox"/> Analog Voice Grade (Select Plan) <input type="checkbox"/> SVDS / (Select Speed) <input type="checkbox"/> Digital Data / (Select Speed)	VIDEO DATA SERVICES <input type="checkbox"/> Broadcast Video Service <input type="checkbox"/> HDTV-NET SDI	HIGH CAPACITY SERVICES <input type="checkbox"/> DS Level (Select Speed) <input checked="" type="checkbox"/> SST/ OC-12/622.08 Mbps <input type="checkbox"/> SHNS/ (Select OC-N)
Provide Service between 1829 DENVER WEST PKWY and QWEST, GOLDEN CO (Qwest will provide and maintain the Service at the locations and quantities as requested by Customer and evidenced by Qwest records, hereby incorporated by reference.) Billing No. K303-277-5164 Circuit ID HP101 OC12 GLDNCOMA CLGDNCO04H02 Optional Features: SHARP Comments: RENEWAL		
<input type="checkbox"/> If checked, additional Service information is attached to this Acknowledgment, however, attachments will not add to or change the regulations, rates, terms, and/or charges of the Tariff. <input checked="" type="checkbox"/> If checked, Customer hereby certifies that Service listed above qualifies for exemption of the Private Line Surcharge in accordance with the Tariff under exemption category E6. Written notification will be provided to Qwest at such time the exemption is no longer applicable due to changes or re-termination of any Service.		

RATE PLAN

The following Monthly and Nonrecurring Rates ("Rates") for Service reflect the Rates currently in effect in the Tariff. Customer understands the actual Rates will be the Rates in effect in the Tariff on the first date of installation of Service, or for existing Service, the date the service order is completed by Qwest. Customer will also pay Qwest all applicable taxes, usual and customary surcharges, and all government imposed fees and charges that relate to the Service or installation rendered hereunder, excluding the Private Line Surcharge, if Customer qualifies, and if that box is appropriately checked on this Acknowledgment.

Total Monthly Rate: \$4502.48 as of 7-1-08

Total Nonrecurring Rate: \$0 as of N/A

Customer has selected a Pricing Plan ("Plan") which protects the Monthly Recurring Rate from Qwest initiated Rate increases for SIXTY months ("Plan Term"). Customer understands that if Customer disconnects Service, in whole or in part, prior to the completion of the Plan Term, the Tariff's termination liability charges may apply. If Customer: (a) cancels an order for Service prior to the date Service is available for use; or (b) is unable to accept Service within 30 business days after the original service date, the Tariff's cancellation charges may apply. Qwest may assess a separate dispatch fee for Customer-requested technician visits for problems not caused by Qwest facilities or equipment. Any requested repairs of Customer's facilities or equipment are not included in the dispatch fee and will be charged on a time-and-materials basis. Customer will provide or secure at Customer's expense the following items necessary for Qwest to install, operate, or maintain Service and associated Qwest equipment (if any) on Customer's side of the demarcation point: (a) appropriate space and power; and (b) rights or licenses. These items may include, for example, rights to use or install pathways, shafts, risers, conduits, telephone closets, interior wiring, service areas, racks, cages, and utility connections or entries required to reach points of termination.

Customer has chosen a Plan based on a specific term commitment and as such understands the rates provided herein are based upon Customer completing an entire Plan Term for the subject Service; therefore, ANY ADDITIONS TO SERVICE WILL REQUIRE A NEW ACKNOWLEDGMENT FORM DESIGNATING THE APPLICABLE PLAN TERM.

This Acknowledgment will be governed by the laws of the state of Colorado, except with regard to matters which are within the exclusive jurisdiction of the state or federal regulatory agency. Those matters alone will be governed by the laws of the appropriate jurisdiction. Any legal proceeding arising out of, or relating to this Acknowledgment, will be brought in a United States District Court, or absent federal court jurisdiction, in a state court of competent jurisdiction, in the location of the party to this Acknowledgment not initiating the action. Notwithstanding the foregoing, Qwest may initiate proceedings in Denver, Colorado to collect undisputed amounts billed.

Each party, to the extent permitted by law, knowingly, voluntarily, and intentionally waives its right to a trial by jury and any right to sue any claim or action arising out of or relating to this Acknowledgment on a class or consolidated basis or in a representative capacity.

This Acknowledgment constitutes the entire understanding between Qwest and Customer with respect to Service provided herein and supersedes any prior acknowledgments, agreements, or understandings. Neither party will, without the prior written consent of the other party: (a) issue any public announcement regarding this Acknowledgment or use the name or marks of the other party or its

QWEST CORPORATION
INTERSTATE PRIVATE LINE TRANSPORT SERVICES PRICING PLAN ACKNOWLEDGMENT
JEFFERSON COUNTY SCHOOL DISTRICT

 Customer's Legal Name ("Customer")

Customer hereby orders from Qwest Corporation ("Qwest") the Qwest Interstate Access Service ("Service") indicated below ("Acknowledgment"). Customer understands and agrees that Qwest provides Service solely under the regulations, rates, and charges of Interstate Access Tariff F.C.C. No. 1 ("Tariff"). In the event of a conflict between this Acknowledgment, Qwest Records and/or the Tariff, the Tariff prevails. Service is subject to the Credit Allowance for Service Interruptions in the Tariff which provides Customer's sole and exclusive remedy for interruptions of any kind to the Service.

SERVICE REQUESTED (Choose one Service per form)		
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Provide Service between 1829 DENVER WEST PKWY and QWEST, GOLDEN CO (Qwest will provide and maintain the Service at the locations and quantities as requested by Customer and evidenced by Qwest records, hereby incorporated by reference.) Billing No. K303-277-5164 Circuit ID HP101 OC12 GLDNCOMA CLGDNCO04H02 Optional Features: SHARP) Comments: RENEWAL		
<input type="checkbox"/> If checked, additional Service information is attached to this Acknowledgment, however, attachments will not add to or change the regulations, rates, terms, and/or charges of the Tariff. <input checked="" type="checkbox"/> If checked, Customer hereby certifies that Service listed above qualifies for exemption of the Private Line Surcharge in accordance with the Tariff under exemption category E6. Written notification will be provided to Qwest at such time the exemption is no longer applicable due to changes or re-termination of any Service.		

RATE PLAN

The following Monthly and Nonrecurring Rates ("Rates") for Service reflect the Rates currently in effect in the Tariff. Customer understands the actual Rates will be the Rates in effect in the Tariff on the first date of installation of Service, or for existing Service, the date the service order is completed by Qwest. Customer will also pay Qwest all applicable taxes, usual and customary surcharges, and all government imposed fees and charges that relate to the Service or installation rendered hereunder, excluding the Private Line Surcharge, if Customer qualifies, and if that box is appropriately checked on this Acknowledgment.

Total Monthly Rate: \$4502.48 as of 7-1-08

Total Nonrecurring Rate: \$0 as of N/A

Customer has selected a Pricing Plan ("Plan") which protects the Monthly Recurring Rate from Qwest initiated Rate increases for SIXTY months ("Plan Term"). Customer understands that if Customer disconnects Service, in whole or in part, prior to the completion of the Plan Term, the Tariff's termination liability charges may apply. If Customer: (a) cancels an order for Service prior to the date Service is available for use; or (b) is unable to accept Service within 30 business days after the original service date, the Tariff's cancellation charges may apply. Qwest may assess a separate dispatch fee for Customer-requested technician visits for problems not caused by Qwest facilities or equipment. Any requested repairs of Customer's facilities or equipment are not included in the dispatch fee and will be charged on a time-and-materials basis. Customer will provide or secure at Customer's expense the following items necessary for Qwest to install, operate, or maintain Service and associated Qwest equipment (if any) on Customer's side of the demarcation point: (a) appropriate space and power; and (b) rights or licenses. These items may include, for example, rights to use or install pathways, shafts, risers, conduits, telephone closets, interior wiring, service areas, racks, cages, and utility connections or entries required to reach points of termination.

Customer has chosen a Plan based on a specific term commitment and as such understands the rates provided herein are based upon Customer completing an entire Plan Term for the subject Service; therefore, ANY ADDITIONS TO SERVICE WILL REQUIRE A NEW ACKNOWLEDGMENT FORM DESIGNATING THE APPLICABLE PLAN TERM.

This Acknowledgment will be governed by the laws of the state of Colorado, except with regard to matters which are within the exclusive jurisdiction of the state or federal regulatory agency. Those matters alone will be governed by the laws of the appropriate jurisdiction. Any legal proceeding arising out of, or relating to this Acknowledgment, will be brought in a United States District Court, or absent federal court jurisdiction, in a state court of competent jurisdiction, in the location of the party to this Acknowledgment not initiating the action. Notwithstanding the foregoing, Qwest may initiate proceedings in Denver, Colorado to collect undisputed amounts billed.

Each party, to the extent permitted by law, knowingly, voluntarily, and intentionally waives its right to a trial by jury and any right to pursue any claim or action arising out of or relating to this Acknowledgment on a class or consolidated basis or in a representative capacity.

This Acknowledgment constitutes the entire understanding between Qwest and Customer with respect to Service provided herein and supersedes any prior acknowledgments, agreements, or understandings. Neither party will, without the prior written consent of the other party: (a) issue any public announcement regarding this Acknowledgment or use the name or marks of the other party or its

affiliates; or (b) disclose or use (except as expressly permitted by, or required to achieve the purposes of, the Acknowledgment) the Confidential Information of the other party, during the term of the Acknowledgment and for two years thereafter. Such consent may only be given on behalf of Qwest by its Legal Department. "Confidential Information" means any information that is not generally available to the public, whether of a technical, business or other nature and that: (c) the receiving party knows or has reason to know is confidential, proprietary or trade secret information of the disclosing party; and/or (d) is of such a nature that the receiving party should reasonably understand that the disclosing party desires to protect such information against unrestricted disclosure. Confidential Information will not include information that is in the public domain through no breach of this Acknowledgment by the receiving party or is already known or is independently developed by the receiving party. Customer may not assign this Acknowledgment or any of its rights or obligations hereunder without the prior written consent of Qwest which will not be unreasonably withheld. Customer may not assign to a reseller or telecommunications carrier under any circumstances and represents that it will not resell the Service.

Jefferson County School District

Holly Callahan Perry
Authorized Signature
Holly Callahan Perry
Name Typed or Printed
Purchasing Manager, CPBB
Title
1/31/08
Date

Qwest Corporation

Lisa Halbleib
Authorized Signature
Lisa Halbleib
Name Typed or Printed
Sales Manager
Title
1/31/08
Date

Agreement Number: _____

QWEST CIRCUIT INVENTORY

BILLING TELE- PHONE NO. (BTN)	ADDRESS/CIRCUIT ID	CIRCUIT TYPE	QTY. or Channel Terminations	Surcharge Exemption Code, if applicable *

* Customer hereby certifies that Service qualifies for exemption of the Private Line Surcharge in accordance with the Tariff. Written notification will be provided to Qwest at such time the exemption is no longer applicable due to changes or re-termination of any Service.

NON-APPROPRIATIONS ADDENDUM

This is an addendum ("Addendum") to a Qwest service agreement with Qwest Content ID: insert Content ID of Agreement being amended ("Underlying Agreement") between Jefferson County School District ("Customer") and Qwest Corporation ("Qwest") for OC-2 Service ("Service").

1. The purpose of this Addendum is to supplement the Underlying Agreement as follows:

Customer intends to continue this Agreement for its entire term and to satisfy its obligations hereunder. For each succeeding fiscal period: 1) Customer agrees to include in its budget request appropriations sufficient to cover Customer's obligations under this Agreement; 2) Customer agrees to use all reasonable and lawful means to secure these appropriations; 3) Customer agrees it will not use non-appropriations as a means of terminating this Agreement in order to acquire functionally equivalent products or services from a third party. Customer reasonably believes that sufficient funds to discharge its obligations can and will lawfully be appropriated and made available for this purpose.

In the event that Customer is appropriated insufficient funds, by appropriation, appropriation limitation or grant, to continue payments under this Agreement and has no other funding source lawfully available to it for such purpose (as evidenced by notarized documents provided by Customer and agreed to by Qwest), Customer may terminate this Agreement by giving Qwest not less than 30 days prior written notice. Upon termination Customer will remit all amounts due and all costs reasonably incurred by Qwest through the date of termination and, to the extent of lawfully available funds, through the end of the then current fiscal period.

2. Except as modified herein, terms and conditions of the Underlying Agreement will remain in full force and effect.

The parties hereby execute and authorize this addendum as of the latest date shown below:

Customer

Holly Callero Perry
Authorized Signature
Holly Callero Perry
Name Typed or Printed
Purchasing Manager, CPB
Title
1/31/08
Date

Qwest Corporation

Lisa Halbleib
Authorized Signature
Lisa Halbleib
Name Typed or Printed
Sales Manager
Title
1/31/08
Date

QWEST LOYAL ADVANTAGE™ AGREEMENT

This Qwest Loyal Advantage Agreement ("Agreement") is between Qwest Communications Corporation including its subsidiaries ("Qwest" or "QCC") and Jefferson County Schools ("Customer") and is effective on the date QCC signs it ("Effective Date"). The offer contained in this document is only valid through February 29, 2008, and will expire if Customer does not execute and deliver the Agreement to QCC on or before that date.

CUSTOMER: Jefferson County Schools

By: Holly Ellen Penny
Name: Holly Ellen Penny
Title: Purchasing Manager, CBB
Date: 1/31/08

QWEST COMMUNICATIONS CORPORATION

By: Susan K Baker
Name: Susan K Baker
Title: Staff Offer Management Analyst
Date: January 31, 2008

1. **Services.** QCC will provide, and Customer will purchase, the services ("Services") set forth in service exhibits ("Service Exhibits") attached hereto. Customer agrees that it will not resell the Services and that its use of the Services will comply with all applicable laws. Qwest will provide Service if: (a) there is a valid, accurate, and complete Order Form submitted by Customer; (b) adequate capacity is available; and (c) Qwest accepts the Order Form. Qwest may change features or functions of its Services; for material changes, Qwest will provide 30 days prior written notice, but may provide a shorter notice period if the change is based upon Regulatory Activity. The parties agree that any notation to the "Qwest Total Advantage® Agreement" or "QTA Discount" on the Service Exhibits will be disregarded and such exhibits will be governed by the Agreement. The Service Exhibits attached hereto as of the Effective Date are:

- Domestic IQ Networking Service Exhibit
- Local Access Service Exhibit

2. **Term.** This Agreement will commence on July 1, 2008 and continue through June 30, 2009 (the "Initial Term"/, code 600053 (QLAGESZ). At the end of the Initial Term, this Agreement will automatically renew for two consecutive renewal periods equal to the Initial Term (a "Renewal Term") if not terminated earlier in accordance with this Agreement. The Initial Term and each Renewal Term are referred to as the "Term."

3. **Rates.** Unless specified otherwise in a Service Exhibit, all Services will receive the applicable rates specified in a Service Exhibit, valid Order Form, or Qwest-approved quote form, for the duration of the Term. Notwithstanding the preceding sentence, Qwest reserves the right to modify rates and charges due to Regulatory Activity and will provide as much prior written notice as practicable but not less than 14 calendar days' notice. If Regulatory Activity causes an increase in the rates for Customer's ordered Services that materially and adversely affects Customer, then Customer may terminate the affected Service upon 30 days prior written notice to QCC without liability for Cancellation Charges for the affected Service, provided, however that Customer: (a) provides such notice within 30 days after the increase occurs; and (b) provides QCC 30 days to cure such increase. If Customer does not provide QCC such notice during the time permitted in this Section, Customer will have waived its right to terminate the affected Service under this Section. The parties agree that any reference to "QTA Discount" in a Service Exhibit will be disregarded, and the rates set forth in the Service Exhibit are in lieu of all other rates, discounts, or promotions.

4. **Payment.** Customer must pay QCC all charges within 30 days from the invoice date. Any amount not paid when due will be subject to late interest of 1% per month. Customer must also pay QCC any applicable Taxes assessed in connection with Customer's Services. Taxes are subject to change. QCC may reasonably modify the payment terms or require other assurance of payment based on Customer's payment history or a material and adverse change in Customer's financial condition. Qwest may assess a separate dispatch fee for Customer-requested technician visits for problems not caused by Qwest facilities or equipment. Any requested repairs of Customer's facilities or equipment are not included in the dispatch fee and will be charged on a time-and-materials basis.

5. **Disclaimer of Warranties.** EXCEPT FOR EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT, SERVICE EXHIBIT, OR DETAILED DESCRIPTION, QWEST DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, SERVICE EXHIBIT, OR DETAILED DESCRIPTION, CUSTOMER ASSUMES TOTAL RESPONSIBILITY FOR USE OF THE SERVICES. QCC DISCLAIMS: (A) ANY LIABILITY FOR LOSS, DAMAGE, OR INJURY TO ANY PARTY AS A RESULT OF ANY CPE; AND (B) ALL WARRANTIES FOR CPE.

6. Limitation of Liability.

6.1 NEITHER PARTY, ITS AFFILIATES, AGENTS, OR CONTRACTORS WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, RELIANCE, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR FOR ANY LOST PROFITS OR REVENUES OR LOST DATA OR COSTS OF COVER RELATING TO THE SERVICES OR THIS AGREEMENT, REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS ASSERTED. WITH REGARD TO ANY SERVICE RELATED CLAIM BY CUSTOMER FOR DAMAGES THAT IS NOT LIMITED BY THE PRECEDING SENTENCE, CUSTOMER'S EXCLUSIVE REMEDIES FOR SUCH CLAIM WILL BE LIMITED TO: (A) THOSE REMEDIES SET FORTH IN THE APPLICABLE SERVICE LEVEL AGREEMENT; OR (B) IF NO SERVICE LEVEL AGREEMENT EXISTS, THE TOTAL MRCs OR USAGE CHARGES PAID BY CUSTOMER TO QCC FOR THE AFFECTED SERVICE IN THE ONE MONTH IMMEDIATELY PRECEDING THE OCCURRENCE OF THE EVENT GIVING RISE TO THE CLAIM. EACH PARTY'S TOTAL AGGREGATE LIABILITY RELATED TO THIS AGREEMENT WILL NOT EXCEED THE TOTAL MRCs AND USAGE CHARGES PAID BY CUSTOMER TO QCC UNDER THIS AGREEMENT IN THE THREE MONTHS

OMR #Q16089 (QLAGESZ)

QWEST LOYAL ADVANTAGE™ AGREEMENT

IMMEDIATELY PRECEDING THE OCCURRENCE OF THE EVENT GIVING RISE TO THE CLAIM ("DAMAGE CAP"). This limitation of liability and Damage Cap will not apply to a party's obligations under the Responsibilities Section below or Customer's payment obligation for charges under this Agreement (e.g., Service charges, Taxes, interest, Early Termination Charges, and Cancellation Charges).

8.2 Any claim relating to this Agreement must be brought within two years after the claim arises.

7. Personal Injury, Death, and Property Damage. To the extent permitted under law, each party will be responsible to the other party for the actual, physical damages directly caused by its negligent acts or omissions in the course of its performance under this Agreement, limited to damages resulting from personal injury or death to a party's employees and loss or damage to a party's personal tangible property. Damages under this Section will be subject to the limitation of liability in this Agreement but not the Damage Cap.

8. Responsibilities. To the extent permitted under law, each party agrees to be responsible to the other party, its Affiliates, agents, and contractors against all third party claims, liabilities, costs, and expenses, including reasonable attorneys' fees, involving personal injury or death to persons or loss or damage to personal tangible property resulting from the gross negligence or willful misconduct of the responsible party. To the extent permitted under law, Customer also agrees to be responsible for all third party claims, liabilities, costs, and expenses, including reasonable attorneys' fees against QCC, its Affiliates, and contractors, related to the modification or resale of the Services by Customer or End Users, or any AUP violation.

9. Termination.

9.1 Service; Service Exhibit. Either party may terminate an individual Service or a Service Exhibit and all Service provided under that Service Exhibit with 30 days prior written notice to Qwest or for Cause. If Service or a Service Exhibit is terminated prior to the expiration of any Service's minimum service period set forth in a Service Exhibit, then Customer will pay Cancellation Charges (except if Customer terminates for Cause). Customer will remain liable for charges accrued but unpaid as of the termination date.

9.2 Agreement. Either party may terminate this Agreement and all Service by providing written notice to the other party at least 60 days prior to the expiration of the then current Term or for Cause. If Customer terminates this Agreement for Service-related claims, Cause to terminate an individual Service Exhibit will not constitute Cause to terminate this Agreement; rather, Cause to terminate the entire Agreement for service-related claims will exist only if Customer has Cause to terminate all or substantially all of the Services under the applicable service level agreement, Service Exhibit, or Tariff. If Customer terminates this Agreement for Convenience or QCC terminates it for Cause prior to the conclusion of the Term, then Customer will pay the higher of: (a) the Early Termination Charge; or (b) the total Cancellation Charges that apply for terminating all QCC Service at the time the Agreement is terminated.

10. CPNI. Qwest is required by law to treat CPNI confidentially. Customer agrees that Qwest may share CPNI within its business operations (e.g., wireless, local, long distance, and broadband services divisions), and with businesses acting on Qwest's behalf, to determine if Customer could benefit from the wide variety of Qwest products and services, and in its marketing and sales activities. Customer may withdraw its authorization at any time by informing Qwest in writing. Customer's decision regarding Qwest's use of CPNI will not affect the quality of service Qwest provides Customer.

11. Confidentiality; Publicity. Except to the extent required by an open records act or similar law, neither party will, without the prior written consent of the other party: (a) disclose any of the terms of, this Agreement or use the name or marks of the other party or its Affiliates; or (b) disclose or use (except as expressly permitted by, or required to achieve the purposes of, this Agreement) the Confidential Information of the other party. Each party will use reasonable efforts to protect the other's Confidential Information, and will use at least the same efforts to protect such Confidential Information as the party would use to protect its own. Qwest's consent may only be given by its Legal Department. A party may disclose Confidential Information if required to do so by a governmental agency, by operation of law, or if necessary in any proceeding to establish rights or obligations under this Agreement, provided that the disclosing party gives the non-disclosing party reasonable prior written notice.

12. Dispute Resolution; Governing Law. The parties shall attempt in good faith to resolve through negotiation any dispute, claim or controversy arising out of or related to this Agreement. Either party may initiate negotiations by providing a written notice to the other party setting forth the dispute and the relief requested. If the parties are unable to resolve such dispute within a reasonable period of time, either party may commence a civil action in a court of competent jurisdiction located, at the option of the moving party, in either: (a) the place of business of the other party, as indicated in the address to which required notices must be sent; or (b) in Denver, Colorado. To the extent the Communications Act of 1934 does not govern, this Agreement shall be governed by the laws of the State in which the Customer's principal office is located without regard to its choice of law principles. Notwithstanding the above, any action by QCC to collect payment for services may be commenced in Denver, Colorado. Each party hereby expressly waives its right to a trial by jury and consents to the jurisdiction of such courts for the purposes described in this Section. Such court shall not award any indirect, incidental, special, reliance, punitive, or consequential damages, including damages for lost profits. Each party shall bear the cost of preparing and presenting its own claims and/or defenses (including its own attorneys' fees).

13. Non-Appropriations. Customer intends to continue this Agreement for its entire Term and to satisfy its obligations hereunder. For each fiscal period for Customer: (a) Customer agrees to include in its budget request appropriations sufficient to cover Customer's obligations under this Agreement; (b) Customer agrees to use all reasonable and lawful means to secure these appropriations, including but not limited to applying for Universal Service Fund Discounts as described in the Federal Communications Commission Docket No. 96-45; (c) Customer agrees it will not use non-appropriations as a means of terminating this Agreement in order to acquire

QWEST LOYAL ADVANTAGE™ AGREEMENT

functionally equivalent products or services from a third party. Customer reasonably believes that sufficient funds to discharge its obligations can and will lawfully be appropriated and made available for this purpose. In the event that Customer is appropriated insufficient funds, by appropriation, appropriation limitation or grant, to continue payments under this Agreement and has no other funding source lawfully available to it for such purpose (as evidenced by notarized documents provided by Customer and agreed to by QCC), Customer may terminate this Agreement without incurring an Early Termination Charge or Cancellation Charges by giving QCC not less than 30 days prior written notice. Upon termination and to the extent of lawfully available funds, Customer will remit all amounts due and all costs reasonably incurred by QCC through the date of termination.

14. Notices.

14.1 Required Notices. Customer's current address, facsimile number, and person designated for notices are: 1829 Denver West Dr, Bldg #27, Golden, CO 80401. Unless otherwise provided herein, all required notices to QCC must be in writing, sent to 1801 California St., #900, Denver, CO 80202; Fax: 888-778-0054; Attn.: Legal Dep't., and to Customer at its then current address as reflected in QCC's records; Attn.: General Counsel or other person designated for notices. Unless otherwise provided herein or in a Service Exhibit, all notices will be deemed given: (i) when delivered in person to the recipient named above; (ii) three business days after mailed via regular U.S. Mail; (iii) when delivered via overnight courier mail; or (iv) when delivered by fax if duplicate notice is also sent by regular U.S. Mail.

14.2 Service Termination Notices. Customer's notice of termination for QCC Services must be sent via mail, facsimile or e-mail to: Qwest, Attn.: Dublin Service Center, GBM Disconnects, 4650 Lakehurst, 2nd Floor Disconnect Center, Dublin, OH 43017, FAX: 866.887.6633, e-mail: GBMdisconnects@qwest.com. Such termination will be effective 30 days after QCC's receipt of the notice, unless a longer period is otherwise required. For Services under the Select Advantage Service Exhibit, Customer must call the customer care number specified on Customer's invoice to provide notice of termination.

15. Assignment. Either party may assign this Agreement without the other party's prior written consent: (a) in connection with the sale of all or substantially all of its assets; (b) to the surviving entity in any merger or consolidation; (c) to an Affiliate; or (d) to satisfy a regulatory requirement imposed upon a party by a governmental body with appropriate authority; provided such party gives the other party 30 days prior written notice of such assignment. Any assignee of the Customer must have a financial standing and creditworthiness equal to or better than Customer's, as reasonably determined by Qwest, through a generally accepted, third party credit rating index (i.e. D&B, S&P, etc.). Any other assignment will require the prior written consent of the other party.

16. General. This Agreement is intended solely for QCC and Customer, and not the benefit of any other person or entity (e.g., End Users). If any term of this Agreement is held unenforceable, such term will be construed as nearly as possible to reflect the original intent of the parties and the remaining terms will remain in effect. Except for time requirements as specifically stated in a Service Exhibit or SLA, neither party's failure to insist upon strict performance of any provision of this Agreement will be construed as a waiver of any of its rights hereunder. All terms of this Agreement that should by their nature survive the termination of this Agreement will so survive. In the event of a conflict in any term of any documents that govern the provision of Services hereunder, the following order of precedence will apply in descending order of control: a Service Exhibit, this Agreement, and any Order Form. If Services are provided pursuant to a Tariff or RSS, as described in the applicable Service Exhibits, the order of precedence will apply in the following descending order of control: Tariff, Service Exhibit, Agreement, RSS, and Order Form. Certain Service Exhibits may contain terms that vary considerably from the terms set forth in this Agreement. Neither party will be liable for any delay or failure to perform its obligations hereunder if such delay or failure is caused by a Force Majeure Event. Except for Service modifications initiated by QCC or as set forth in a Service Exhibit, all amendments to this Agreement must be in writing and signed by the parties' authorized representatives. Each party reserves the right at any time to reject any handwritten change to this Agreement. Customer represents that its full legal name is accurately stated, the person signing this Agreement is duly authorized to do so, and the execution of this Agreement is not in conflict with any laws, charters, bylaws, articles of association, or agreements to which Customer is bound or affected. Qwest may act in reliance upon any instruction or signature reasonably believed by Qwest to be genuine.

17. Entire Agreement. This Agreement, any applicable Service Exhibit, Detailed Descriptions, and Order Forms and Qwest-issued and Customer-accepted quote forms constitute the entire agreement between Customer and QCC and supersede all prior oral or written agreements or understandings relating to this subject matter.

18. Definitions.

"Affiliate" means any entity controlled by, controlling, or under common control with a party.

"AUP" means the Qwest Acceptable Use Policy, which is posted at <http://www.qwest.com/legal/>, including all future revisions.

"Cancellation Charge" means: (a) charges that apply if a QCC Service is canceled for Convenience before its minimum service period described in the Service Exhibit expires; (b) charges incurred by QCC from a third party provider as a result of an early termination for Convenience; and (c) Termination Charges as set forth in the Qwest Select Advantage Service Exhibit.

"Cause" means the failure of a party to perform a material obligation under this Agreement, which failure is not remedied: (a) for payment defaults by Customer, within five days of separate written notice from QCC of such default; or (b) for any other material breach, within 30 days of written notice (unless a different notice period is specified in this Agreement).

"Confidential Information" means any information that is not generally available to the public, whether of a technical, business, or other nature, (including Customer information or CPNI), and that: (a) the receiving party knows or has reason to know is confidential,

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proprietary, or trade secret information of the disclosing party; and/or (b) is of such a nature that the receiving party should reasonably understand that the disclosing party desires to protect such information against unrestricted disclosure. Confidential Information will not include information that is in the public domain through no breach of this Agreement by the receiving party or is already known or is independently developed by the receiving party.

“inconvenience” means any reason other than Cause.

“CPE” means any customer equipment, software, and/or other materials of Customer used in connection with the Service.

“CPNI” means Customer Proprietary Network Information, which includes confidential account, usage, and billing-related information about the quantity, technical configuration, type, destination, location, and amount of use of a customer's telecommunications services. CPNI reflects the telecommunications products, services, and features that a customer subscribes to and the usage of such services, including call detail information appearing in a bill. CPNI does not include a customer's name, address, or telephone number.

“Detailed Description” is defined in the Select Advantage Service Exhibit.

“Early Termination Charge” means an amount equal to 35% of the average monthly charges billed under this Agreement through the date of termination multiplied by the number of months remaining in the Term.

“End User” means Customer's members, end users, customers, or any other third parties who use or access the Services or the QCC network via the Services.

“Force Majeure Event” means an unforeseeable event beyond the reasonable control of that party, including without limitation: act of God, fire, flood, labor strike, sabotage, cable cut not caused by QCC, acts of terror, material shortages or unavailability, government laws or regulations, war or civil disorder, or failures of suppliers of goods and services.

“MRC” means monthly recurring charges.

“NRC” means nonrecurring charges.

“Order Form” means order request forms issued by QCC; for QCC services that require a quote to validate the Order Form pricing, Order Form will be understood to include the quote and the quote will take precedence over the order request form, but not over the Service Exhibit.

“Regulatory Activity” is a regulation or ruling, including modifications thereto, by any regulatory agency, legislative body or court of competent jurisdiction. Qwest reserves the right to amend, change, withdraw or file additional Tariffs or RSS in its sole discretion, with such updated Tariffs or RSS effective upon posting or upon fulfillment of any necessary regulatory requirements.

“RSS” means as applicable: QCC's Rates and Services Schedule posted at www.qwest.com/legal and other rate and term schedules, incorporated by this reference.

“State” means one of the 50 states of the United States or the District of Columbia.

“Tariff” includes as applicable: QCC state tariffs, price lists, price schedules, administrative guidelines, catalogs, and rate and term schedules, incorporated by this reference.

“Taxes” means foreign, federal, state, and local excise, gross receipts, sales, privilege, or other tax (other than net income) now or in the future imposed by any governmental entity (whether such Taxes are assessed by a governmental authority directly upon QCC or the Customer) attributable or measured by the sale price or transaction amount, or surcharges, fees, and other similar charges, which are required or permitted to be assessed on the Customer.

**QWEST LOYAL ADVANTAGE™ AGREEMENT
DOMESTIC QWEST IQ NETWORKING® SERVICE EXHIBIT**

1. General; Definitions. Capitalized terms not defined herein are defined in the Agreement. Qwest will provide Domestic Qwest IQ Networking service ("Service") under the terms of the Agreement and this Service Exhibit.

"Mail Bagging" is the process of storing e-mails for later delivery when Customer's primary mail server is unavailable.

"Pricing Attachment" means a document containing rates specific to the Service and is incorporated by reference and made a part of this Service Exhibit.

"SLA" means the service level agreement specific to the Service, located at <http://www.qwest.com/legal/>, which is subject to change.

"Start of Service Date" means the date Qwest notifies Customer that the Service is provisioned and ready for use.

2. Service.

2.1 Description. Service is a data and IP solution that is designed for private communications between Customer's sites or public (dedicated) Internet connectivity. Service includes ports and features and the rate of data transmission and features will vary depending upon the specific type of port ("Port") ordered. Service is subject to the Qwest IQ Networking SLA, which provides Customer's sole remedy for any service interruptions or deficiencies. Qwest reserves the right to amend the SLA effective upon posting to the website or other notice to Customer. Unless the parties otherwise agree in writing, Customer has sole responsibility for ordering, securing installation and ensuring proper operation of any and all equipment required to enable Customer to receive the Service. For purposes of this Service Exhibit, "Order Form" means an electronic order confirmation process utilizing an architecture confirmation document ("ACD") that Customer and Qwest mutually agree to prior to submitting a Service order request. Each ACD must be approved by Qwest and sent via e-mail or fax to a Qwest Order Engineering Center. Subject to availability, Qwest will use commercially reasonable efforts to secure domain names and assign Internet address space for the benefit of Customer during the term. Neither Customer nor any End Users will own or route these addresses. Qwest owns all such IP addresses and, upon termination of Service, Customer's access to the IP addresses will cease.

2.2 Ports and Features. Ports are available in a variety of speeds, ranging from 56 Kbps to 2.4 Gbps, and in three unique Port types. Different features are included within each Port type. The local access connection between a Customer location and a Port is provided pursuant to the Local Access Service Exhibit. The three Port types are:

(a) **Internet Port.** Internet Ports provide Customer locations with connectivity to the Internet. If Customer is using frame relay access to an Internet Port, Customer is permitted to burst beyond the applicable Committed Information Rate ("CIR") to full Port speed based upon bandwidth availability.

(b) **Private Port.** Private Ports provide WAN connectivity between Customer locations. Customer may allocate traffic to point-to-point layer 2 connections or layer 3 MPLS services with template-based Quality of Service ("QoS") traffic prioritization (QoS feature description is available upon request). Private Ports may have traffic allocated to a maximum of five different point-to-point layer 2 connections, or layer 3 MPLS Closed User Groups ("CUGs"). Notwithstanding the foregoing, Customer may have up to 10 Ports within the network used by Qwest IQ Networking service that exceed this maximum, provided that the number of connections/CUGs for those Ports does not exceed the number of Ports in the network, and Customer has obtained the prior consent of Qwest.

(c) **Enhanced Port.** Enhanced Ports provide all of the functionality of both an Internet Port and a Private Port in a consolidated communications solution. Enhanced Ports may have traffic allocated to a maximum of five different point-to-point layer 2 connections, layer 3 MPLS CUGs, or an Internet Gateway. Notwithstanding the foregoing, Customer may have up to 10 Ports within the network used by Qwest IQ Networking service that exceed this maximum, provided that the number of connections/CUGs for those Ports does not exceed the number of locations in the network, and Customer has obtained the prior consent of Qwest.

2.3 E-mail Boxes and Mail Bagging. Customer may order e-mail boxes in connection with Internet Ports and/or Enhanced Ports, and Mail Bagging in connection with Internet Ports. Mail Bagging automatically attempts to send any stored e-mails to Customer for up to 72 hours, after which the stored e-mail will be deleted. E-mail boxes and Mail Bagging are provided on a month to month basis and either party may cancel those services with 30 days written notice to the other party. E-mail boxes and Mail Bagging are not subject to the SLA. Qwest reserves the right to modify the e-mail box and Mail Bagging services, including without limitation, rates and charges, upon 30 calendar days prior notice to Customer.

3. Term; Cancellation. This Service Exhibit will commence upon the Effective Date of the Agreement (or, if applicable, an amendment to the Agreement if this Service Exhibit is added to the Agreement after its Effective Date) and will remain in effect until canceled. Either party may cancel this Service Exhibit with at least 60 days prior written notice to the other party. For any Port that does not remain installed for 12 months from the Start of Service Date, Customer will pay to Qwest a Cancellation Charge equal to the standard NRC rate applicable to that Port unless the Port is canceled by Customer for Cause.

4. Charges.

4.1 Port Pricing. Customer may order multiple Ports with multiple pricing methodologies in accordance with the pricing methodologies set forth below. Customer may not change the pricing methodology (e.g., from Flat Rate to Precise Burstable) of a Port. Customer may, however, upgrade a Port to a higher bandwidth within the same pricing methodology (e.g., from a DS1 to a DS3) without incurring an early cancellation charge for the terminated Port. Customer is obligated to pay all applicable MRCs and NRCs set

**QWEST LOYAL ADVANTAGE™ AGREEMENT
DOMESTIC QWEST IQ NETWORKING® SERVICE EXHIBIT**

forth in the pricing tables below. Charges will commence within five days of the Start of Service Date. The rates set forth below do not include any costs associated with local access or CPE, all of which are additional.

2 Pricing Methodologies. Customer understands that it cannot order international Service pursuant to this Service Exhibit. If Customer wishes to order any such international Services, Customer must execute a separate Service Exhibit.

(a) **Flat Rate.** The Flat Rate pricing methodology bills Customer a fixed MRC regardless of Customer's actual bandwidth utilization.

(b) **Tiered.** The Tiered pricing methodology caps Customer's bandwidth at the tier specified on an Order Form and bills the Customer a fixed MRC based on that bandwidth tier regardless of Customer's actual bandwidth utilization. No more than once per month, Customer may change its specific bandwidth tier (e.g., 192 Kbps to 384 Kbps, 384 Kbps to 256 Kbps) within the applicable Port classification (e.g., DS1, DS3), provided that Customer may not change its bandwidth from one Port classification to another (e.g., DS1 to DS3).

(c) **Precise Burstable.** Usage samples are taken every five minutes throughout the month. Only one sample is captured for each five-minute period, even though there are actually two samples taken; one for inbound utilization and one for outbound utilization. The higher of these two figures is retained. At the end of the billing period, the samples are ordered from highest to lowest. The result is a database of over 8,000 samples. The top 5% of the samples (representing the top 5% of usage levels) are discarded. The highest remaining sample is used to calculate the usage level. This is the 95th percentile of peak usage. For each Precise Burstable Port ordered hereunder, Customer will pay an MRC calculated by multiplying Customer's 95th percentile of peak usage in a given month by the applicable MRC per Mbps.

(i) Within each Precise Burstable Port classification (e.g., DS1, DS3), Customer will be subject to the minimum usage amount set forth in the column heading of the applicable Precise Burstable pricing table ("Precise Burstable Minimum"). Customer will be billed the greater of the Precise Burstable Minimum or the actual charges based upon its 95th percentile of peak usage.

(d) **Data Transfer.** Usage samples are taken every five minutes throughout the month. Samples are taken for both in-bound utilization and out-bound utilization. Customer will be billed for the sum total of both inbound and outbound utilization. Charges are applied using a stepped or "metered" methodology such that Customer's traffic will be billed incrementally at each volume tier. For example, if Customer's total volume on a DS1 circuit is 10 GB, the first 7 GB of such total would be billed at the 0-7 GB tier, and the remaining 3 GB would be billed at the 7.01-17 GB tier. For each Data Transfer Port ordered hereunder, Customer will pay an MRC calculated by multiplying Customer's volume of data transferred in a given month (in GBs) by the applicable MRC per GB.

() Within each Data Transfer Port classification (e.g., DS1, DS3), Customer will be subject to the minimum usage amount set forth in the column heading of the applicable Data Transfer pricing table ("Data Transfer Minimum"). Customer will be billed the greater of the Data Transfer Minimum or the actual charges based upon its actual volume of data transferred.

5. AUP. All use of the Services will comply with the AUP, posted at <http://www.qwest.com/legal/> and incorporated by reference into this Service Exhibit. Qwest may reasonably modify the AUP to ensure compliance with applicable laws and regulations and to protect Qwest's network and customers, and such change will be effective upon posting to the website. Any changes to the AUP will be consistent with the purpose of the AUP to encourage responsible use of Qwest's networks, systems, services, web sites, and products.

**QWEST LOYAL ADVANTAGE™ AGREEMENT
DOMESTIC QWEST IQ NETWORKING® SERVICE EXHIBIT**

PRICING ATTACHMENT

1. **Port Pricing Tables.** Pricing for Internet Ports is affected if access to the Port is over frame relay ("FR Access"). Pricing for Private Port and Enhanced Ports does not change depending on which type of access to the Port is used. Some Port types or Port speeds may not be available in all areas or with certain types of access.

1.1 **Tiered Pricing.**

Tiered Gigabit Ethernet (1000 Mbps)	NRC	Internet Port	
		FR Access MRC	Other Access MRC
200 Mbps	\$4,000.00	N/A	\$4,840.00
300 Mbps	\$4,000.00	N/A	\$6,588.00
400 Mbps	\$4,000.00	N/A	\$8,041.00
500 Mbps	\$4,000.00	N/A	\$9,267.00
600 Mbps	\$4,000.00	N/A	\$10,316.00
700 Mbps	\$4,000.00	N/A	\$11,223.00
800 Mbps	\$4,000.00	N/A	\$12,016.00
900 Mbps	\$4,000.00	N/A	\$12,714.00
1000 Mbps	\$4,000.00	N/A	\$13,334.00

1.1.1 NRC Waiver. Qwest NRCs specified above are waived so long as such Service ordered hereunder and subject to this waiver remains installed and used by Customer for at least twelve (12) consecutive months ("Minimum Waiver Term"). If this Agreement or any Service subject to this waiver is terminated or cancelled prior to the conclusion of the Minimum Waiver Term for reasons other than a default by Qwest, Customer shall be required, within thirty (30) days of such termination to repay (in addition to any applicable early termination fees set forth in the Agreement) the amount of the applicable Qwest NRC(s) waived pursuant to this section.

**QWEST LOYAL ADVANTAGE™ AGREEMENT
LOCAL ACCESS SERVICE EXHIBIT**

1. General; Definitions. Capitalized terms not defined herein are defined in the Agreement. Qwest will provide Local Access Service ("Service") under the terms of the Agreement, the RSS, and this Service Exhibit.

"TM Local Access" means Leased Access using ATM technology. ATM Local Access is available in bandwidths of DS1, DS3, OC3, and OC12.

"CO Meet Point" means Leased Access (Special Access only) at a third party local access provider Central Office ("CO") when Customer has a dedicated connection to the CO.

"Collocation" means Customer has leased space in a QPOP, a remote collocation site, or a collocation hotel per a Qwest Collocation Agreement.

"Construction" means the special construction required to extend Service to a Customer-requested Demarcation Point not covered by Extended Wiring or other activities that may cause Qwest to incur expenses in connection with provisioning the Service.

"Cross-Connect" means an intra-POP connection between certain Customer facilities with direct access (via collocation or direct connect) to the Qwest Domestic Network (either located within Qwest's transport area or Qwest's collocation area) and the Qwest backbone access point.

"Customer Provided Access" or "CPA" means local access that Customer orders from a third party local access provider to connect the Customer premises to the Qwest Domestic Network at a Demarcation Point specified by Qwest.

"Demarcation Point" means: (a) the physical interface between the Qwest Domestic Network and the Customer telecommunications equipment; or (b) the physical interface between a third party carrier connecting the Qwest Domestic Network to the Customer's telecommunications equipment.

"Direct Connect" means Qwest in its sole discretion allows Customer to bring its own fiber directly to the Qwest fiber per a valid Direct Connect Agreement.

"DSL Local Access" means Qwest Provided Access using Digital Subscriber Line ("DSL") technology. DSL Local Access is available at bandwidths varying from 128 kbps/64 kbps to 12.280 Mbps/1.024 Mbps.

"Estimated Availability Date" means Qwest's target date for the delivery of Service.

"Ethernet Local Access" means Qwest Provided Access or Customer Provided Access using Ethernet technology. Ethernet Local Access is available at bandwidths varying from 1 Mbps to 1,000 Mbps (1G).

"Extended Wiring" means additional wiring required for orders where the Customer Demarcation Point is not located in the same location as the Qwest assigned Demarcation Point.

"Frame Local Access" means Leased Access using Frame Relay technology. Frame Local Access is available at bandwidths varying from 56 kbps to 44,736 kbps.

"Local Loop Move" applies when the Customer requests that Qwest move a circuit to a different Service Address that is not within the same Customer serving wire center as the existing circuit. A Local Loop Move will be deemed a disconnect of the current circuit and a new install of a new circuit.

"Leased Access" means local backbone access circuits ordered and leased by Qwest from another carrier (specific carrier chosen is at the discretion of Qwest).

"Net Rate" is in lieu of all other rates, discounts, and promotions.

"On-Net Access" means local backbone access circuits provided solely on Qwest owned and operated facilities.

"Qwest Domestic Network" means the Qwest interexchange network or backbone located within the contiguous U.S. states and Hawaii, which is comprised only of physical media, including switches, circuits, and/or ports that are operated by Qwest.

"QPOP" means a Qwest-owned physical point of presence that lies directly on the Qwest Domestic Network where direct interconnection between the Qwest Domestic Network and a third party local access provider's network is possible.

"Qwest Provided Access" means either Leased Access or On-Net Access.

"Service Address" means the building where Customer receives the Service. Only a building that is classified by Qwest as a business address can be a Service Address.

"Special Access" means Qwest Provided Access or Customer Provided Access using Digital Signal bandwidths DS0 (Leased Access only), DS1, and DS3 or Optical Carrier signal bandwidths OC3, OC12, OC48, and OC192.

"Start of Service Date" means the earliest to occur of: (a) the date on which Customer begins to utilize the Service; or (b) five days following the date on which Service is made available for use by Customer unless Customer notifies Qwest before this date that the Service or the Qwest interexchange carrier service or IP service on the Qwest Domestic Network ("Dedicated Service") associated with the Service does not meet the applicable performance specifications, if any. If Customer notifies Qwest that the Service or the associated Dedicated Service fails to meet the performance specifications, Qwest will use reasonable efforts to remedy that failure and will provide an updated Estimated Availability Date.

"Wavelength Local Access" means Qwest Provided Access or Customer Provided Access using wave division multiplexing technology available in bandwidths of 1G, 2.5G and 10G.

**QWEST LOYAL ADVANTAGE™ AGREEMENT
LOCAL ACCESS SERVICE EXHIBIT**

2. Service Description and Availability.

2.1 Types of Service. Qwest provides three types of Qwest Local Access Service:

(a) **Qwest Provided Access.** May be either Leased Access or On-Net Access. Leased Access is generally available as Special Access, Ethernet Local Access, Wavelength Local Access, ATM Local Access, Frame Local Access, and DSL Local Access at the bandwidths listed in the definitions for those access types. Leased Access is also generally available as CO Meet Point. Customer may request a specific local access provider for Leased Access and Qwest will attempt to use the requested provider, but both final routing and the local access carrier used will be at Qwest's sole discretion. On-Net Access is generally available as Special Access, Ethernet Local Access, and Wavelength Local Access.

(b) **Customer Provided Access.** Customer will pay a CPA charge to Qwest when using: (i) Special Access CPA dedicated facilities or Ethernet Local Access CPA VLAN, both of which are dedicated entrance facilities Qwest leases from a third party local access provider; or (ii) Ethernet Local CPA POP, which requires Qwest to provide space and power for the third party local access provider to install Ethernet equipment; or (iii) Wavelength Local Access. The CPA will be the responsibility of the customer and Qwest will not pay for or troubleshoot components of the CPA. VLAN means virtual local area network which is the Qwest assignment for Customer's Internet service on Qwest's network.

(c) **Cross-Connect Services.** Customer must have an in effect Telecommunications Collocation License Agreement or an in effect Direct Connect Agreement with Qwest to receive Cross-Connects. All Direct Connects require: (i) splicing of Customer and Qwest fibers; (ii) cross-connection of individual circuits; and (iii) an executed Direct Connect Agreement.

2.2 Types of Service Technologies. Qwest uses the following six different technologies to provide Service. Some technologies or speeds may not be available in all areas or with certain types of Service. Some technologies or speeds may not be available in all areas or with certain types of Service.

(a) **Special Access.** Special Access at the DS-0 bandwidth is not available as On-Net Access and is only available as Leased Access.

(b) **Ethernet Local Access.** Installation and capacity of the Ethernet Local Access service are on a "best efforts" basis. Construction requirements may cause long installation intervals. Similarly, distance and the availability of Ethernet-supported facilities from the carrier may limit capacity.

(c) **Frame Local Access.**

(d) **ATM Local Access.**

(e) **Wavelength Local Access.**

(f) **DSL Local Access.** Installation and capacity of the DSL Local Access service are on a "best efforts" basis. Customer may experience delayed installation intervals due to special construction requirements and capacity may be limited due to distance and available DSL-supported facilities from the carrier.

2.3 The Service provides the physical connection between the Service Address and the Qwest Domestic Network. The Service includes any entrance cable or drop wire to that point where provision is made for termination of Qwest's outside distribution network facilities at a suitable location at a Customer designated Service Address and will be installed by Qwest to such point of termination. The Service will extend to and include the equipment maintained by Qwest at the termination point of the local loop at the applicable Service Address (i.e., Demarcation Point) but will not include CPE, Extended Wiring, inside wiring, or other equipment not maintained by Qwest at a Service Address. All equipment owned by Qwest will remain the sole property of Qwest, and Customer expressly disclaims any right, title, or interest in or to any Qwest equipment or property, or in that of any of Qwest's affiliates, Customers, agents, or licensees located within the QPOP or elsewhere. Any additional terminations beyond the Demarcation Point are the sole responsibility of Customer. Under no circumstances will Qwest provide Service to a residential address, even if business is conducted at such residential location. Service is not a standalone service; Customer must purchase the Service in connection with a Qwest service for which a local loop is required. On-Net Access is subject to the On-Net Service Level Agreement located at <http://www.qwest.com/legal/>, which is subject to change.

2.2 RSS. Customer understands that Service is an interstate telecommunications service, as defined by Federal Communications Commission regulations and represents that during the Term, more than 10% of its usage will be interstate usage.

2.3 Ordering. Upon acceptance of an Order Form, Qwest will notify Customer of the Estimated Availability Date of each Service. Once Qwest notifies Customer of the Estimated Availability Date for Service, Cancellation charges set forth in the Cancellation section below will apply to any cancellation of the order. Qwest will use commercially reasonable efforts to install each such Service on or before the Estimated Availability Date, but the inability of Qwest to deliver Service by such date will not be a default under the Agreement or this Exhibit.

**QWEST LOYAL ADVANTAGE™ AGREEMENT
LOCAL ACCESS SERVICE EXHIBIT**

2.4 Monitoring for Frame Local Access. When providing Frame Local Access, Customer has the option to have Qwest monitor the Service for performance and up/down stats via a management PVC. By ordering Frame Local Access with monitoring, Customer agrees to provide Qwest with access to the serial interface of Customer's CPE to allow Qwest to monitor the availability of Frame Local Access. By ordering Frame Local Access without monitoring, Customer understands that Qwest will not monitor the availability of Frame Local Access.

3. Term; Cancellation.

3.1 Term. The term of any Service begins on the Start of Service Date and continues for the number of months specified in the Qwest-accepted Service Order Form, including any month-to-month continuation (the "Service Term"), which in no event will be less than 12 months from the Start of Service Date ("Minimum Service Term"). Upon expiration of the Minimum Service Term, the Service will automatically renew for the same Term as the Agreement. Qwest may change rates at any time after the Minimum Service Term, but will not change rates more than once during a renewal term.

3.2 Cancellation.

(a) Leased Access and On-Net Access—Cancellation Before the Start of Service Date. If Customer cancels Leased Access and/or On-Net Access for which no Construction by Qwest is necessary before the Start of Service Date, Customer will pay the cancellation charge identified below, based on the bandwidth of the canceled Leased Access and/or On-Net Access Service. If before the Start of Service Date, Customer cancels an On-Net Access or Leased Access circuit for which Customer accepted a Construction fee, Customer will pay: (i) the cancellation fee identified below based on the bandwidth of the On-Net Access or Leased Access Service canceled; (ii) Construction charges; and (iii) any Qwest-incurred cost to provide the Service. But if Qwest notifies Customer that Construction is required to provision Service and Customer cancels Service on that particular circuit because Customer does not approve such Construction, Qwest will not charge a cancellation charge for canceling Service on that particular circuit.

Leased Access and On-Net Service Bandwidth†	Before Start of Service Date Cancellation Fee
DS0 (Leased Access only), DS1, DSL Local Access speeds up to 1536 Kbps/1.024 Mbps, Frame Local Access speeds up to 1.5 Mbps; Ethernet Local Access speeds up to 5 Mbps	\$150 NRC
DS3, OCn, DSL Local Access speeds greater than 1536 Kbps/1.024 Mbps, Frame Local Access speeds greater than 1.5 Mbps; Ethernet Local Access speeds greater than 5 Mbps, all Wavelength Local Access speeds	\$500 NRC

†Includes all types of Service Technology unless otherwise noted.

(b) All Access Types—Cancellation After Start of Service Date. If this Exhibit or a particular Service, including circuit that is part of a Local Loop Move, is canceled for reasons other than by Customer for Cause, before the conclusion of the Minimum Service Term of the Service, Customer will pay: (i) all accrued and unpaid charges for the canceled Service provided through the effective date of such cancellation; (ii) the amount of any nonrecurring charges that Qwest discounted or waived; (iii) all installation or Construction costs and expenses incurred by Qwest to install such Service, if applicable; and (iv) a cancellation charge. The cancellation charge: (v) for circuits not requiring Construction is: A. 100% of the balance of the MRCs that otherwise would have become due for the unexpired portion of the first 12 months of the Minimum Service Term, if any, for the canceled Service; plus B. 35% of the balance of the MRCs that otherwise would have become due for the unexpired portion, if any, of the applicable Minimum Service Term beyond the first 12 months; or (vi) for Circuits requiring Construction, 100% of the balance of the MRCs that otherwise would have become due for the unexpired portion of the Minimum Service Term.

(c) Upgrades for Qwest Provided Access Service. Notwithstanding anything to the contrary in this Cancellation section and subject to availability, Customer will not be required to pay Cancellation Charges when Customer upgrades existing Qwest Provided Access (the "Existing QPA Service") with new Qwest Provided Access Service along the same physical route and at a higher Service speed (the "Upgraded QPA Service"), but Customer must pay for Construction or other third-party charges related to the Existing QPA Service, if any, not paid previously by Customer. The Upgraded QPA Service will have a new Minimum Service Term beginning on the date of installation.

(d) Customer Provided Access—Cancellation of Connectivity after Start of Service Date. To cancel CPA, Customer must provide Qwest with a written Disconnect Firm Order Confirmation ("DFOC") notice from Customer's CPA provider along with notice to cancel the CPA. If Customer fails to provide Qwest with the DFOC notice within 30 calendar days of Qwest's receipt of the notice to cancel the CPA, or if Qwest disconnects Customer for nonpayment or material breach of the Agreement or this Service Exhibit, then Qwest may disconnect the CPA or require the CPA provider to do so. Customer will remain liable for all applicable MRCs and charges for the connectivity to CPA (even if Customer cannot use the CPA) until: (i) Customer furnishes the required DFOC to Qwest; or (ii) either party cancels the associated CPA with the CPA provider.

Charges. Customer will pay the Net Rates and install NRCs set forth in the Pricing Attachment, including all applicable ancillary service charges. The Net Rates, including ancillary charges, will not be used to calculate Contributory Charges. If during the provisioning of Service, Qwest incurs additional NRCs for Construction, Extended Wiring, or order supplements to provide the Service, OMR #Q16089 (QLAGESZ)

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LOCAL ACCESS SERVICE EXHIBIT**

Qwest reserves the right to charge Customer for such charges. Customer will receive the rates for Service as shown on the Pricing Attachment regardless of whether an NPA/NXX split or overlay occurs.

1 Ancillary charges before Start of Service Date, may include, but are not limited to:

(a) **Construction** charges may include, but are not limited to, Construction and other expenses that Qwest may incur in connection with provisioning the service (e.g., special arrangements of LEC facilities or equipment required to activate the Service). The need for Construction is at Qwest's discretion;

(b) **Extended Wiring** is required when the Customer-requested Demarcation Point is not the same as the Qwest-assigned Demarcation Point. The Qwest Demarcation Point is typically located in the basement or on the first floor of a customer premises;

(c) **Local Loop order cancellation** applies when the Customer cancels the order before the Start of Service Date;

(d) **Local Loop expedite** applies to orders where Customer requests the delivery of Service one or more days before Qwest's standard interval delivery date; and

(e) **Multiplexing** is offered at Customer's request and where available. Qwest will multiplex lower level local access circuits into a higher local access circuit, or vice-versa, for an additional charge. Qwest offers multiplexing at QPOP, at an On-Net building or at an ILEC/CLEC facility providing the Local Access network. For multiplexing at a Qwest On-Net local access facility, Qwest provides multiplexed circuit handoffs to the Customer at the same On-Net Service Address. For multiplexing at ILEC/CLEC facility, Qwest facilitates the delivery of multiplexed circuit handoffs to the customer at a single service address or at multiple service addresses per Customer's request. Multiplexing is generally available at DS1 and OCn circuit levels. The pricing is on an individual case basis.

4.2 Ancillary charges after Start of Service Date, may include, but are not limited to:

(a) **Local Loop change** applies to orders where the Customer requests that Qwest move a circuit to a different Service Address within the same Customer serving wire center; and

(b) **Local Loop Move.**

**QWEST LOYAL ADVANTAGE™ AGREEMENT
LOCAL ACCESS SERVICE EXHIBIT
PRICING ATTACHMENT**

Except as set forth in this Pricing Attachment, capitalized terms will have the definitions assigned to them in the Agreement or the Local Access Exhibit.

1. Customer will pay the MRCs and Install NRCs for the Local Access Service selected, i.e., Qwest Provided Access, Customer Provided Access, or Cross-Connect. In addition, Customer will pay all MRCs or NRCs for any supplemental Services; i.e., Construction, Extended Wiring, Local Loop Expedite, Local Loop Change Fee, or Multiplexing.

2. Subject to a valid, accurate Order Form, Customer will pay the MRCs and NRCs set forth in the below table for the particular Service at the NPA/NXX and/or Service Address listed. The MRCs and NRCs set forth below apply to new Service only and do not apply to Service ordered prior to the current Order Form date. Customer will pay any additional Construction charges that arise during provisioning of a circuit. All MRCs and NRCs set forth in the below table apply per circuit and not per Service Address. Any modifications to the NPA/NXX or Service Address listed below will render the pricing below void, and Customer will pay the revised rates for the correct NPA/NXX or Service Address.

Ethernet Local Access:

Location	Bandwidth	MRC (each)	NRC – Port (each)
1829 Denver West Drive Golden, CO	200 Mbps	\$2,130.00	\$500.00
1829 Denver West Drive Golden, CO	300 Mbps	\$2,730.00	\$500.00
1829 Denver West Drive Golden, CO	400 Mbps	\$3,330.00	\$500.00
1829 Denver West Drive Golden, CO	500 Mbps	\$3,930.00	\$500.00
1829 Denver West Drive Golden, CO	600 Mbps	\$4,530.00	\$500.00
1829 Denver West Drive Golden, CO	700 Mbps	\$5,130.00	\$500.00
1829 Denver West Drive Golden, CO	800 Mbps	\$5,740.00	\$500.00
1829 Denver West Drive Golden, CO	900 Mbps	\$6,340.00	\$500.00
1829 Denver West Drive Golden, CO	1000 Mbps	\$6,940.00	\$500.00

2.1. NRC Waiver. Qwest NRCs specified above are waived so long as such Service ordered hereunder and subject to this waiver remains installed and used by Customer for at least twelve (12) consecutive months ("Minimum Waiver Term"). If this Agreement or any Service subject to this waiver is terminated or cancelled prior to the conclusion of the Minimum Waiver Term for reasons other than a default by Qwest, Customer shall be required, within thirty (30) days of such termination to repay (in addition to any applicable early termination fees set forth in the Agreement) the amount of the applicable Qwest NRC(s) waived pursuant to this section.

3. Prior to ordering additional Local Access Services which are not specified above for a specific NPA/NXX and/or Service Address, Customer and Qwest must execute a separate amendment to this Agreement.

QWEST CORPORATION
INTERSTATE PRIVATE LINE TRANSPORT SERVICES PRICING PLAN ACKNOWLEDGMENT
JEFFERSON COUNTY SCHOOL DISTRICT
 Customer's Legal Name ("Customer")

Customer hereby orders from Qwest Corporation ("Qwest") the Qwest Interstate Access Service ("Service") indicated below ("Acknowledgment"). Customer understands and agrees that Qwest provides Service solely under the regulations, rates, and charges of Interstate Access Tariff F.C.C. No. 1 ("Tariff"). In the event of a conflict between this Acknowledgment, Qwest Records and/or the Tariff, the Tariff prevails. Service is subject to the Credit Allowance for Service Interruptions in the Tariff which provides Customer's sole and exclusive remedy for interruptions of any kind to the Service.

SERVICE REQUESTED (Choose one Service per form)		
ANALOG/DATA SERVICES <input type="checkbox"/> Analog Private Line Service <input type="checkbox"/> Analog Voice Grade (Select Plan) <input type="checkbox"/> SVDS / (Select Speed) <input type="checkbox"/> Digital Data / (Select Speed)	VIDEO DATA SERVICES <input type="checkbox"/> Broadcast Video Service <input type="checkbox"/> HDTV-NET SDI	HIGH CAPACITY SERVICES <input checked="" type="checkbox"/> DS Level DS3/44.736 Mbps <input type="checkbox"/> SST/ OC-12/622.08 Mbps <input type="checkbox"/> SHNS/ (Select OC-N)
Provide Service between 1829 DENVER WEST and QWEST, GOLDEN CO (Qwest will provide and maintain the Service at the locations and quantities as requested by Customer and evidenced by Qwest records, hereby incorporated by reference.) Billing No. K303-277-4755, 4926, 4830 Circuit ID 101, 103 AND 106 T3 GLDNCOMA GLDNC004H02 Optional Features: CO MUX AT \$240 EACH X 3 Comments: RENEWAL		
<input type="checkbox"/> If checked, additional Service information is attached to this Acknowledgment, however, attachments will not add to or change the regulations, rates, terms, and/or charges of the Tariff. <input checked="" type="checkbox"/> If checked, Customer hereby certifies that Service listed above qualifies for exemption of the Private Line Surcharge in accordance with the Tariff under exemption category . Written notification will be provided to Qwest at such time the exemption is no longer applicable due to changes or re-termination of any Service.		

RATE PLAN

The following Monthly and Nonrecurring Rates ("Rates") for Service reflect the Rates currently in effect in the Tariff. Customer understands the actual Rates will be the Rates in effect in the Tariff on the first date of installation of Service, or for existing Service, the date the service order is completed by Qwest. Customer will also pay Qwest all applicable taxes, usual and customary surcharges, and all government imposed fees and charges that relate to the Service or installation rendered hereunder, excluding the Private Line Surcharge, if Customer qualifies, and if that box is appropriately checked on this Acknowledgment.

Total Monthly Rate: \$720 as of 7-1-08

Total Nonrecurring Rate: \$0 as of N/A

Customer has selected a Pricing Plan ("Plan") which protects the Monthly Recurring Rate from Qwest initiated Rate increases for SIXTY months ("Plan Term"). Customer understands that if Customer disconnects Service, in whole or in part, prior to the completion of the Plan Term, the Tariff's termination liability charges may apply. If Customer: (a) cancels an order for Service prior to the date Service is available for use; or (b) is unable to accept Service within 30 business days after the original service date, the Tariff's cancellation charges may apply. Qwest may assess a separate dispatch fee for Customer-requested technician visits for problems not caused by Qwest facilities or equipment. Any requested repairs of Customer's facilities or equipment are not included in the dispatch fee and will be charged on a time-and-materials basis. Customer will provide or secure at Customer's expense the following items necessary for Qwest to install, operate, or maintain Service and associated Qwest equipment (if any) on Customer's side of the demarcation point: (a) appropriate space and power; and (b) rights or licenses. These items may include, for example, rights to use or install pathways, shafts, risers, conduits, telephone closets, interior wiring, service areas, racks, cages, and utility connections or entries required to reach points of termination.

Customer has chosen a Plan based on a specific term commitment and as such understands the rates provided herein are based upon Customer completing an entire Plan Term for the subject Service; therefore, ANY ADDITIONS TO SERVICE WILL REQUIRE A NEW ACKNOWLEDGMENT FORM DESIGNATING THE APPLICABLE PLAN TERM.

This Acknowledgment will be governed by the laws of the state of Colorado, except with regard to matters which are within the exclusive jurisdiction of the state or federal regulatory agency. Those matters alone will be governed by the laws of the appropriate jurisdiction. Any legal proceeding arising out of, or relating to this Acknowledgment, will be brought in a United States District Court, or absent federal court jurisdiction, in a state court of competent jurisdiction, in the location of the party to this Acknowledgment not initiating the action. Notwithstanding the foregoing, Qwest may initiate proceedings in Denver, Colorado to collect undisputed amounts billed.

Each party, to the extent permitted by law, knowingly, voluntarily, and intentionally waives its right to a trial by jury and any right to sue any claim or action arising out of or relating to this Acknowledgment on a class or consolidated basis or in a representative capacity.

This Acknowledgment constitutes the entire understanding between Qwest and Customer with respect to Service provided herein and supersedes any prior acknowledgments, agreements, or understandings. Neither party will, without the prior written consent of the

QWEST CORPORATION
INTERSTATE PRIVATE LINE TRANSPORT SERVICES PRICING PLAN ACKNOWLEDGMENT
JEFFERSON COUNTY SCHOOL DISTRICT

 Customer's Legal Name ("Customer")

Customer hereby orders from Qwest Corporation ("Qwest") the Qwest Interstate Access Service ("Service") indicated below ("Acknowledgment"). Customer understands and agrees that Qwest provides Service solely under the regulations, rates, and charges of Interstate Access Tariff F.C.C. No. 1 ("Tariff"). In the event of a conflict between this Acknowledgment, Qwest Records and/or the Tariff, the Tariff prevails. Service is subject to the Credit Allowance for Service Interruptions in the Tariff which provides Customer's sole and exclusive remedy for interruptions of any kind to the Service.

SERVICE REQUESTED (Choose one Service per form)		
ANALOG/DATA SERVICES <input type="checkbox"/> Analog Private Line Service <input type="checkbox"/> Analog Voice Grade (Select Plan) <input type="checkbox"/> SVDS / (Select Speed) <input type="checkbox"/> Digital Data / (Select Speed)	VIDEO DATA SERVICES <input type="checkbox"/> Broadcast Video Service <input type="checkbox"/> HDTV-NET SDI	HIGH CAPACITY SERVICES <input checked="" type="checkbox"/> DS Level DS3/44.736 Mbps <input type="checkbox"/> SST/ OC-12/622.08 Mbps <input type="checkbox"/> SHNS/ (Select OC-N)
Provide Service between 1829 DENVER WEST and QWEST, GOLDEN CO (Qwest will provide and maintain the Service at the locations and quantities as requested by Customer and evidenced by Qwest records, hereby incorporated by reference.) Billing No. K303-277-4755, 4926, 4830 Circuit ID 101, 103 AND 106 T3 GLDNCOMA GLDNC004H02 Optional Features: CO MUX AT \$240 EACH X 3 Comments: RENEWAL		
<input type="checkbox"/> If checked, additional Service information is attached to this Acknowledgment, however, attachments will not add to or change the regulations, rates, terms, and/or charges of the Tariff. <input checked="" type="checkbox"/> If checked, Customer hereby certifies that Service listed above qualifies for exemption of the Private Line Surcharge in accordance with the Tariff under exemption category _____. Written notification will be provided to Qwest at such time the exemption is no longer applicable due to changes or re-termination of any Service.		

RATE PLAN

The following Monthly and Nonrecurring Rates ("Rates") for Service reflect the Rates currently in effect in the Tariff. Customer understands the actual Rates will be the Rates in effect in the Tariff on the first date of installation of Service, or for existing Service, the date the service order is completed by Qwest. Customer will also pay Qwest all applicable taxes, usual and customary surcharges, and all government imposed fees and charges that relate to the Service or installation rendered hereunder, excluding the Private Line Surcharge, if Customer qualifies, and if that box is appropriately checked on this Acknowledgment.

Total Monthly Rate: \$720 as of 7-1-08

Total Nonrecurring Rate: \$0 as of N/A

Customer has selected a Pricing Plan ("Plan") which protects the Monthly Recurring Rate from Qwest initiated Rate increases for SIXTY months ("Plan Term"). Customer understands that if Customer disconnects Service, in whole or in part, prior to the completion of the Plan Term, the Tariff's termination liability charges may apply. If Customer: (a) cancels an order for Service prior to the date Service is available for use; or (b) is unable to accept Service within 30 business days after the original service date, the Tariff's cancellation charges may apply. Qwest may assess a separate dispatch fee for Customer-requested technician visits for problems not caused by Qwest facilities or equipment. Any requested repairs of Customer's facilities or equipment are not included in the dispatch fee and will be charged on a time-and-materials basis. Customer will provide or secure at Customer's expense the following items necessary for Qwest to install, operate, or maintain Service and associated Qwest equipment (if any) on Customer's side of the demarcation point: (a) appropriate space and power; and (b) rights or licenses. These items may include, for example, rights to use or install pathways, shafts, risers, conduits, telephone closets, interior wiring, service areas, racks, cages, and utility connections or entries required to reach points of termination.

Customer has chosen a Plan based on a specific term commitment and as such understands the rates provided herein are based upon Customer completing an entire Plan Term for the subject Service; therefore, ANY ADDITIONS TO SERVICE WILL REQUIRE A NEW ACKNOWLEDGMENT FORM DESIGNATING THE APPLICABLE PLAN TERM.

This Acknowledgment will be governed by the laws of the state of Colorado, except with regard to matters which are within the exclusive jurisdiction of the state or federal regulatory agency. Those matters alone will be governed by the laws of the appropriate jurisdiction. Any legal proceeding arising out of, or relating to this Acknowledgment, will be brought in a United States District Court, or absent federal court jurisdiction, in a state court of competent jurisdiction, in the location of the party to this Acknowledgment not initiating the action. Notwithstanding the foregoing, Qwest may initiate proceedings in Denver, Colorado to collect undisputed amounts billed.

Each party, to the extent permitted by law, knowingly, voluntarily, and intentionally waives its right to a trial by jury and any right to pursue any claim or action arising out of or relating to this Acknowledgment on a class or consolidated basis or in a representative capacity.

This Acknowledgment constitutes the entire understanding between Qwest and Customer with respect to Service provided herein and supersedes any prior acknowledgments, agreements, or understandings. Neither party will, without the prior written consent of the

other party: (a) issue any public announcement regarding this Acknowledgment or use the name or marks of the other party or its affiliates; or (b) disclose or use (except as expressly permitted by, or required to achieve the purposes of, the Acknowledgment) the Confidential Information of the other party, during the term of the Acknowledgment and for two years thereafter. Such consent may only be given on behalf of Qwest by its Legal Department. "Confidential Information" means any information that is not generally available to the public, whether of a technical, business or other nature and that: (c) the receiving party knows or has reason to know is confidential, proprietary or trade secret information of the disclosing party; and/or (d) is of such a nature that the receiving party should reasonably understand that the disclosing party desires to protect such information against unrestricted disclosure. Confidential Information will not include information that is in the public domain through no breach of this Acknowledgment by the receiving party or is already known or is independently developed by the receiving party. Customer may not assign this Acknowledgment or any of its rights or obligations hereunder without the prior written consent of Qwest which will not be unreasonably withheld. Customer may not assign to a reseller or telecommunications carrier under any circumstances and represents that it will not resell the Service.

Jefferson County School District

Holly Callan Perry
Authorized Signature
Holly Callan Perry
Name Typed or Printed
Purchasing Manager, CP&B
Title
1/31/08
Date

Qwest Corporation

Lisa Halbleib
Authorized Signature
Lisa Halbleib
Name Typed or Printed
Sales Manager
Title
1/31/08
Date

Agreement Number: _____

QWEST CIRCUIT INVENTORY

BILLING TELE- PHONE NO. (BTN)	ADDRESS/CIRCUIT ID	CIRCUIT TYPE	QTY. or Channel Terminations	Surcharge Exemption Code, if applicable *

* Customer hereby certifies that Service qualifies for exemption of the Private Line Surcharge in accordance with the Tariff. Written notification will be provided to Qwest at such time the exemption is no longer applicable due to changes or re-termination of any Service.

NON-APPROPRIATIONS ADDENDUM

This is an addendum ("Addendum") to a Qwest service agreement with Qwest Content ID: insert Content ID of Agreement being amended ("Underlying Agreement") between Jefferson County School District ("Customer") and Qwest Corporation ("Qwest") for DS3 service ("Service").

1. The purpose of this Addendum is to supplement the Underlying Agreement as follows:

Customer intends to continue this Agreement for its entire term and to satisfy its obligations hereunder. For each succeeding fiscal period: 1) Customer agrees to include in its budget request appropriations sufficient to cover Customer's obligations under this Agreement; 2) Customer agrees to use all reasonable and lawful means to secure these appropriations; 3) Customer agrees it will not use non-appropriations as a means of terminating this Agreement in order to acquire functionally equivalent products or services from a third party. Customer reasonably believes that sufficient funds to discharge its obligations can and will lawfully be appropriated and made available for this purpose.

In the event that Customer is appropriated insufficient funds, by appropriation, appropriation limitation or grant, to continue payments under this Agreement and has no other funding source lawfully available to it for such purpose (as evidenced by notarized documents provided by Customer and agreed to by Qwest), Customer may terminate this Agreement by giving Qwest not less than 30 days prior written notice. Upon termination Customer will remit all amounts due and all costs reasonably incurred by Qwest through the date of termination and, to the extent of lawfully available funds, through the end of the then current fiscal period.

2. Except as modified herein, terms and conditions of the Underlying Agreement will remain in full force and effect.

The parties hereby execute and authorize this addendum as of the latest date shown below:

Customer

Holly Callero Penny
Authorized Signature
Holly Callero Penny
Name Typed or Printed
Richwina Meneses, CMO
Title
1/31/08
Date

Qwest Corporation

Lisa Halblieb
Authorized Signature
Lisa Halblieb
Name Typed or Printed
Sales Manager
Title
1/31/08
Date

QWEST CORPORATION
INTERSTATE PRIVATE LINE TRANSPORT SERVICES PRICING PLAN ACKNOWLEDGMENT
 Jefferson County School District
 Customer's Legal Name ("Customer")

Customer hereby orders from Qwest Corporation ("Qwest") the Qwest Interstate Access Service ("Service") indicated below ("Acknowledgment"). Customer understands and agrees that Qwest provides Service solely under the regulations, rates, and charges of Interstate Access Tariff F.C.C. No. 1 ("Tariff"). In the event of a conflict between this Acknowledgment, Qwest Records and/or the Tariff, the Tariff prevails. Service is subject to the Credit Allowance for Service Interruptions in the Tariff which provides Customer's sole and exclusive remedy for interruptions of any kind to the Service.

SERVICE REQUESTED (Choose one Service per form)		
ANALOG/DATA SERVICES <input type="checkbox"/> Analog Private Line Service <input type="checkbox"/> Analog Voice Grade (Select Plan) <input type="checkbox"/> SVDS / (Select Speed) <input type="checkbox"/> Digital Data / (Select Speed)	VIDEO DATA SERVICES <input type="checkbox"/> Broadcast Video Service <input type="checkbox"/> HDTV-NET SDI	HIGH CAPACITY SERVICES <input checked="" type="checkbox"/> DS Level DS1/1.544 Mbps <input type="checkbox"/> SST/ (Select OC-N) <input type="checkbox"/> SHNS/ (Select OC-N)
Provide Service between 10441 Hwy 73, Conifer and 1829 Denver West Pkwy (Qwest will provide and maintain the Service at the locations and quantities as requested by Customer and evidenced by Qwest records, hereby incorporated by reference.) Billing No. K303-277-4817 Circuit ID Optional Features:) Comments: see below list		
<input type="checkbox"/> If checked, additional Service information is attached to this Acknowledgment, however, attachments will not add to or change the regulations, rates, terms, and/or charges of the Tariff. <input checked="" type="checkbox"/> If checked, Customer hereby certifies that Service listed above qualifies for exemption of the Private Line Surcharge in accordance with the Tariff under exemption category E6. Written notification will be provided to Qwest at such time the exemption is no longer applicable due to changes or re-termination of any Service.		

RATE PLAN

The following Monthly and Nonrecurring Rates ("Rates") for Service reflect the Rates currently in effect in the Tariff. Customer understands the actual Rates will be the Rates in effect in the Tariff on the first date of installation of Service, or for existing Service, the date the service order is completed by Qwest. Customer will also pay Qwest all applicable taxes, usual and customary surcharges, and all government imposed fees and charges that relate to the Service or installation rendered hereunder, excluding the Private Line Surcharge, if Customer qualifies, and if that box is appropriately checked on this Acknowledgment.

Total Monthly Rate: \$6676.80 as of 7-1-08

Total Nonrecurring Rate: \$3660.00 as of 7-1-08

Customer has selected a Pricing Plan ("Plan") which protects the Monthly Recurring Rate from Qwest initiated Rate increases for sixty months ("Plan Term"). Customer understands that if Customer disconnects Service, in whole or in part, prior to the completion of the Plan Term, the Tariff's termination liability charges may apply. If Customer: (a) cancels an order for Service prior to the date Service is available for use; or (b) is unable to accept Service within 30 business days after the original service date, the Tariff's cancellation charges may apply. Qwest may assess a separate dispatch fee for Customer-requested technician visits for problems not caused by Qwest facilities or equipment. Any requested repairs of Customer's facilities or equipment are not included in the dispatch fee and will be charged on a time-and-materials basis. Customer will provide or secure at Customer's expense the following items necessary for Qwest to install, operate, or maintain Service and associated Qwest equipment (if any) on Customer's side of the demarcation point: (a) appropriate space and power; and (b) rights or licenses. These items may include, for example, rights to use or install pathways, shafts, risers, conduits, telephone closets, interior wiring, service areas, racks, cages, and utility connections or entries required to reach points of termination.

Customer has chosen a Plan based on a specific term commitment and as such understands the rates provided herein are based upon Customer completing an entire Plan Term for the subject Service; therefore, ANY ADDITIONS TO SERVICE WILL REQUIRE A NEW ACKNOWLEDGMENT FORM DESIGNATING THE APPLICABLE PLAN TERM.

This Acknowledgment will be governed by the laws of the state of Colorado, except with regard to matters which are within the exclusive jurisdiction of the state or federal regulatory agency. Those matters alone will be governed by the laws of the appropriate jurisdiction. Any legal proceeding arising out of, or relating to this Acknowledgment, will be brought in a United States District Court, or absent federal court jurisdiction, in a state court of competent jurisdiction, in the location of the party to this Acknowledgment not initiating the action. Notwithstanding the foregoing, Qwest may initiate proceedings in Denver, Colorado to collect undisputed amounts billed.

Each party, to the extent permitted by law, knowingly, voluntarily, and intentionally waives its right to a trial by jury and any right to pursue any claim or action arising out of or relating to this Acknowledgment on a class or consolidated basis or in a representative capacity.

This Acknowledgment constitutes the entire understanding between Qwest and Customer with respect to Service provided herein and supersedes any prior acknowledgments, agreements, or understandings. Neither party will, without the prior written consent of the other party: (a) issue any public announcement regarding this Acknowledgment or use the name or marks of the other party or its affiliates; or (b) disclose or use (except as expressly permitted by, or required to achieve the purposes of, the Acknowledgment) the

Confidential Information of the other party, during the term of the Acknowledgment and for two years thereafter. Such consent may only be given on behalf of Qwest by its Legal Department. "Confidential Information" means any information that is not generally available to the public, whether of a technical, business or other nature and that: (c) the receiving party knows or has reason to know is confidential, proprietary or trade secret information of the disclosing party; and/or (d) is of such a nature that the receiving party should reasonably understand that the disclosing party desires to protect such information against unrestricted disclosure. Confidential information will not include information that is in the public domain through no breach of this Acknowledgment by the receiving party or is already known or is independently developed by the receiving party. Customer may not assign this Acknowledgment or any of its rights or obligations hereunder without the prior written consent of Qwest which will not be unreasonably withheld. Customer may not assign to a reseller or telecommunications carrier under any circumstances and represents that it will not resell the Service.

Jefferson County School District

Holly Callow Perry
Authorized Signature
Holly Callow Perry
Name Typed or Printed
Purchasing Manager, CPD
Title
1/31/08
Date

Qwest Corporation

Lisa Halbleib
Authorized Signature
Lisa Halbleib
Name Typed or Printed
Sales Manager
Title
1/31/08
Date

QWEST CIRCUIT INVENTORY

BILLING TELE- PHONE NO. (BTN)	ADDRESS/CIRCUIT ID	CIRCUIT TYPE	QTY. or Channel Terminations	Surcharge Exemption Code, if applicable *
K277-4817	10441 HWY 73, CONIFER	T1	1	E6
K277-0584	10441 HWY 73, CONIFER	T1	1	E6
K277-2201	10441 HWY 73, CONIFER	T1	1	E6
K838-0338	10441 HWY 73, CONIFER	T1	1	E6
K838-0424	NEW- 10441 HWY 73, CONIFER	T1	1	E6
K838-0425	NEW- 10441 HWY 73, CONIFER	T1	1	E6
K838-0426	NEW- 10441 HWY 73, CONIFER	T1	1	E6
K838-0427	NEW- 10441 HWY 73, CONIFER	T1	1	E6
K277-4729	9449 S BARNES AVE, CONIFER	T1	1	E6
K277-2207	9449 S BARNES AVE, CONIFER	T1	1	E6
K838-0418	NEW- 9449 S BARNES AV, CONIFER	T1	1	E6
K838-0419	NEW-9449 S BARNES AV, CONIFER	T1	1	E6
K277-4821	26501 BARKLEY RD, CONIFER	T1	1	E6
K838-0420	NEW- 26501 BARKLEY RD, CONIFER	T1	1	E6
K838-0421	NEW- 26501 BARKLEY RD, CONIFER	T1	1	E6
K838-0334	20973 WELLINGTON LAKE RD, PINE	T1	1	E6
K838-0422	NEW- 20973 WELLINGTON LAKE RD, PINE	T1	1	E6
K838-0423	NEW- 20973 WELLINGTON LAKE RD, PINE	T1	1	E6
K674-2790	201 EVANS RANCH RD, EVERGREEN	T1	1	E6
K674-3356	NEW- 201 EVANS RANCH RD, EVERGREEN	T1	1	E6
K674-3357	NEW- 201 EVANS RANCH RD, EVERGREEN	T1	1	E6

* Customer hereby certifies that Service qualifies for exemption of the Private Line Surcharge in accordance with the Tariff. Written notification will be provided to Qwest at such time the exemption is no longer applicable due to changes or re-termination of any Service.

NON-APPROPRIATIONS ADDENDUM

This is an addendum ("Addendum") to a Qwest service agreement with Qwest Content ID: insert Content ID of Agreement being added ("Underlying Agreement") between Jefferson County School District ("Customer") and Qwest Corporation ("Qwest") for T1 service ("Service").

1. The purpose of this Addendum is to supplement the Underlying Agreement as follows:

Customer intends to continue this Agreement for its entire term and to satisfy its obligations hereunder. For each succeeding fiscal period: 1) Customer agrees to include in its budget request appropriations sufficient to cover Customer's obligations under this Agreement; 2) Customer agrees to use all reasonable and lawful means to secure these appropriations; 3) Customer agrees it will not use non-appropriations as a means of terminating this Agreement in order to acquire functionally equivalent products or services from a third party. Customer reasonably believes that sufficient funds to discharge its obligations can and will lawfully be appropriated and made available for this purpose.

In the event that Customer is appropriated insufficient funds, by appropriation, appropriation limitation or grant, to continue payments under this Agreement and has no other funding source lawfully available to it for such purpose (as evidenced by notarized documents provided by Customer and agreed to by Qwest), Customer may terminate this Agreement by giving Qwest not less than 30 days prior written notice. Upon termination Customer will remit all amounts due and all costs reasonably incurred by Qwest through the date of termination and, to the extent of lawfully available funds, through the end of the then current fiscal period.

2. Except as modified herein, terms and conditions of the Underlying Agreement will remain in full force and effect.

The parties hereby execute and authorize this addendum as of the latest date shown below:

Customer

Holly Callero
Authorized Signature
Holly Callero Penny
Name Typed or Printed
Purchasing Manager, CPB
Title
1/31/08
Date

Qwest Corporation

Lisa Halblieb
Authorized Signature
Lisa Halblieb
Name Typed or Printed
Sales Manager
Title
1/31/08
Date

**AMENDMENT
TO THE AGREEMENT FOR
QWEST CORPORATION METRO OPTICAL ETHERNET SERVICE ("Amendment")**

JEFFERSON COUNTY SCHOOLS ("CUSTOMER") and QWEST CORPORATION ("QWEST") hereby enter into this Amendment to the Intrastate Metro Optical Ethernet Service, Qwest Content ID: 160976 ("Underlying Agreement"). Capitalized terms not defined in this Amendment are defined in the Underlying Agreement.

This Amendment authorizes the following additions to the Underlying Agreement:

Optional Features:

Location (Address, City, State)	QoS MRC (per 5 MB increment)-Mbps-Required (only applies to locations showing an MRC)	Qty Per Location	Extended MRC per Location	USOC
Admin, 809 Quail, Bldg 1, Lakewood, CO 80215	\$35.00	1	\$35.00	MEO15
Alameda HS, 1255 S Wadsworth Blvd, Lakewood	\$35.00	1	\$35.00	MEO15
Arvada HS, 7951 W 65 th Ave, Arvada	\$35.00	1	\$35.00	MEO15
Arvada West HS, 11325 Allendale Dr, Arvada	\$35.00	1	\$35.00	MEO15
Bear Creek HS, 3490 S Kipling St, Lakewood	\$35.00	1	\$35.00	MEO15
Chatfield HS, 7227 S Simms St, Littleton	\$35.00	1	\$35.00	MEO15
Columbine HS, 6201 S Pierce St, Littleton	\$35.00	1	\$35.00	MEO15
Dakota Ridge HS, 13399 W Coal Mine Ave, Littleton	\$35.00	1	\$35.00	MEO15
Evergreen HS, 29300 Buffalo Park Rd, Evergreen	\$35.00	1	\$35.00	MEO15
Golden HS, 701 24 th St, Lakewood	\$35.00	1	\$35.00	MEO15
Green Mountain HS, 13175 W Green Mtn Dr, Lakewood	\$35.00	1	\$35.00	MEO15
Jefferson HS, 2305 Pierce St, Edgewater	\$35.00	1	\$35.00	MEO15
Lakewood HS, 9700 W 8 th Ave, Lakewood	\$35.00	1	\$35.00	MEO15
Pomona HS, 8101 Pomona Dr, Arvada	\$35.00	1	\$35.00	MEO15
Ralston Valley HS, 13355 W 80 th Ave, Arvada	\$35.00	1	\$35.00	MEO15
Standley Lake HS, 9300 W 104 th Ave, Westminster	\$35.00	1	\$35.00	MEO15
Wheat Ridge HS, 9505 W 32 nd Ave, Wheat Ridge	\$35.00	1	\$35.00	MEO15
D'Evelyn JR/SR, 10359 W Nassau Ave, Denver	\$35.00	1	\$35.00	MEO15
Arvada MS, 5751 Balsam St, Arvada	\$35.00	1	\$35.00	MEO15
Bell MS, 1001 Ulysses St, Golden	\$35.00	1	\$35.00	MEO15
Wayne Carle MS, 10200 West 100 th Ave, Westminster	\$35.00	1	\$35.00	MEO15
Carmody MS, 2050 S Kipling St, Lakewood	\$35.00	1	\$35.00	MEO15
Creighton MS, 75 Independence St, Lakewood	\$35.00	1	\$35.00	MEO15
Deer Creek MS, 9201 W Columbine Dr, Littleton	\$35.00	1	\$35.00	MEO15
Drake MS, 12550 W 52 nd Ave, Arvada	\$35.00	1	\$35.00	MEO15
Dunstan MS, 1855 S Wright St, Lakewood	\$35.00	1	\$35.00	MEO15
Evergreen MS, 2059 Hiwan Dr, Evergreen	\$35.00	1	\$35.00	MEO15
Everitt MS, 3900 Kipling St, Wheat Ridge	\$35.00	1	\$35.00	MEO15
Falcon Bluffs MS, 8449 S Garrison St, Littleton	\$35.00	1	\$35.00	MEO15
Ken Caryl MS, 6509 W Ken Caryl Ave, Littleton	\$35.00	1	\$35.00	MEO15
Mandalay MS, 9651 Pierce St, Westminster	\$35.00	1	\$35.00	MEO15
Moore MS, 8455 W 88 th Ave, Arvada	\$35.00	1	\$35.00	MEO15
North Arvada MS, 7285 Pierce St, Arvada	\$35.00	1	\$35.00	MEO15
Oberon MS, 7300 Quail St, Arvada	\$35.00	1	\$35.00	MEO15
O'Connell MS, 1275 S Teller Pl, Lakewood	\$35.00	1	\$35.00	MEO15
Summit Ridge MS, 11809 W Coal Mine Ave, Littleton	\$35.00	1	\$35.00	MEO15
Wheat Ridge MS, 7101 W 38 th Ave, Wheat Ridge	\$35.00	1	\$35.00	MEO15
Data Center, 1829 Denver West Drive, Bldg #27, Golden	\$35.00	37	\$1,295.00	MEO15

The MRCs above are in addition to the charges for the subject location(s) previously agreed to in the Underlying Agreement including any prior modifications. The monthly recurring amounts shown above are not necessarily the total, cumulative charges for all Service under the Agreement. Any new nonrecurring charges are in addition to any previously agreed to such charges in the Underlying Agreement. Additions to Service must meet the requirements of the Minimum Service Period.

Any removal of Service or Service components may invoke additional Termination Liability Charges, not included herein, pursuant to the Underlying Agreement and the applicable Tariff.

Except as amended herein, all other terms and conditions of the Agreement will remain in full force and effect and will apply to this Amendment.


AMENDMENT
TO THE AGREEMENT FOR
QWEST CORPORATION METRO OPTICAL ETHERNET SERVICE ("Amendment")

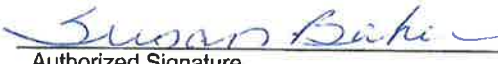
This Amendment will become effective upon the latest signature date below, provided mandatory filing requirements are met. The term of this Amendment will expire coterminously with the Underlying Agreement.

The parties hereby execute and authorize this Amendment to the Underlying Agreement as of the latest date shown below.

JEFFERSON COUNTY SCHOOLS

QWEST CORPORATION


Authorized Signature
Holly Calleo Perry
Name Printed or Typed
Purchasing Manager, CPPB
Title
2/7/08
Date


Authorized Signature
Susan K. Baker
Name Printed or Typed
Offer Management
Title
February 1, 2008
Date

(FOR QWEST INTERNAL USE ONLY)

FUNDING CONCURRENCE MAY BE REQUIRED PRIOR TO EXECUTION

AQCB Quote No. _____

Date Concurred: _____

**QWEST METRO OPTICAL ETHERNET SERVICE
FIXED PERIOD PRICING PLAN
Intrastate**

Agreement Number: _____

This Qwest Metro Optical Ethernet Service Agreement ("Agreement") between **Jefferson County Public Schools R-1** ("Customer") and **Qwest Corporation** ("Qwest") is binding upon the parties on the date of execution by Qwest.

1. Scope.

1.1 Qwest Metro Optical Ethernet Service ("MOE" or "Service") is a flexible transport service that uses established Ethernet transport technology. The Service provides connections between multiple Customer locations within a metropolitan area using native Ethernet protocol. The transmission speed depends on the Ethernet port ("Port") selected and the amount of bandwidth ordered over the Port ("Bandwidth Profile"). Service extends to the Demarcation Point. The "Demarcation Point" is the Qwest Fiber Distribution Panel or Digital Cross-Connect in the building's telecommunications facility or meet-me point. Service is available over three designs: (a) Customer Premises, supporting transmission speeds as low as 5 Mbps and up to 1 Gbps in increments of 10 Mbps from 10 to 100 Mbps, and in increments of 100 Mbps from 100 to 1,000 Mbps; (b) Central Office, supporting transmission speeds of 100 Mbps, 600 Mbps and 1,000 Mbps; and (c) Ethernet with Extended Transport (DS3 required), supporting transmission speeds as low as 5 Mbps and up to 40 Mbps. Service is subject to technical publication 77411 located at <http://www.qwest.com/techpub/> ("Tech Pub"). "SLA" means the service level agreement specific to the Service, located at <http://www.qwest.com/legal/>, which is controlled by the Tariff and Tech Pub, which are subject to change. The SLA provides Customer's sole and exclusive remedy for service interruptions or service deficiencies of any kind whatsoever for Service.

1.2 Any Qwest tariff, price list, price schedule, administrative guideline, catalog, and other rate and term schedules (hereinafter, whether individually or together, "Tariff") applicable to the Service is incorporated into this Agreement by reference and made a part of this Agreement. The Service will be governed by: (a) the Tariff applicable to the Service; and (b) to the extent a comparable Tariff term or condition does not apply to the Service, the terms and conditions set forth in this Agreement. Qwest reserves the right to amend, change, withdraw, or file additional Tariffs in its sole discretion, with such updated Tariffs effective upon posting or upon fulfillment of any necessary regulatory requirements.

1.3 Service provided herein is subject to network infrastructure availability and may require the expenditure of Qwest capital funds ("Funding") to provide Service to Customer. If a location requires Funding, Qwest will only provide Service if Funding has been approved as evidenced on the signature page of this Agreement. Such approval will be granted at the sole discretion of Qwest. In the event this Agreement is executed and the required Funding is not approved, Qwest agrees to cooperate with Customer in good faith to develop an alternative service solution and may terminate this Agreement immediately without penalty.

1.4 Customer understands and agrees that Qwest supplies Service as an intrastate, intraLATA telecommunications service, as defined by State and/or Federal Communications Commission ("F.C.C.") regulations, which are incorporated herein by this reference. It is Customer's responsibility to ensure that Customer uses Service as an intrastate, intraLATA telecommunications service consistent with such regulations. F.C.C. regulations permit interstate usage of Service if such usage does not exceed 10% of the total usage. If Customer should use this Service for any other purpose, or if interstate usage exceeds 10%, it is Customer's responsibility to immediately notify Qwest of such use and to place an order for appropriate service. Qwest will bill, and Customer will promptly pay, appropriate monthly recurring charges, for such use of and changes to Customer's telecommunications service including, but not limited to all applicable Qwest Rates and Services Schedule No. 1 interstate access charges or intrastate Tariff access charges.

1.5 "Construction" means when Service may not be available due to facilities limitations and it is necessary for Qwest to construct facilities. "Funding" means charges to Customer over the term of a Service contract covering Qwest's calculated costs for providing Service and its expected rate of return when network infrastructure is not available to provide Service to Customer. Qwest may assess separate Construction charges if facilities are not available to meet an order for Service and Qwest constructs facilities under one or more of the following circumstances: (a) the amount of Customer's expected payments over the term of the Agreement does not exceed Qwest's calculated cost of providing the Service plus its expected rate of return; (b) Customer requests that Service be furnished using a type of facility, or via a route that Qwest would not normally utilize in providing the requested Service; (c) more facilities are requested than would normally be required to satisfy an order; and (d) Customer requests that Construction be expedited, resulting in added cost to Qwest. Service provided under this Agreement is subject to Funding approval and that approval will be evidenced in the Funding Concurrence block on this Agreement. That approval will be granted at the sole discretion of Qwest. In the event contract documents are signed under which Customer is ordering Service for which Funding is not approved, Qwest will cooperate with Customer in good faith to develop an alternative service solution if Funding cannot be achieved on the contracted solution and Qwest may immediately terminate this Agreement, without penalty, if Funding of the contracted and alternate Service solutions are determined to not be possible. For clarity, as of the Effective Date, Service to all Customer locations listed in Exhibit 1 to this Agreement is installed and requires no Construction. Construction as defined in this Section will apply to Service to new locations added to this Agreement after the Effective Date.

2. Term.

2.1 This Agreement is binding upon the parties on the date Qwest signs it and the Initial Term begins on July 1, 2011 ("Effective Date"), and it expires 72 months from the date Service is available to Customer, as evidenced by Qwest records ("Initial Term"). The Service shall have a "Minimum Service Period" of 72 months. After the expiration of the Initial Term, this Agreement will continue automatically on a month-to-month basis unless a party notifies the other party in writing of its desire not to renew this Agreement at least 60 calendar days, and no more than 120 calendar days, prior to the end of the Initial Term. After the Initial Term, either party

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**QWEST METRO OPTICAL ETHERNET SERVICE
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may terminate this Agreement upon 30 calendar days prior written notice. The Initial Term and any month-to-month period thereafter will be collectively referred to as the "Term."

2.2 After the Initial Term, Customer will pay for Service at Qwest's then-current rates. Qwest will inform Customer of its then-current rates for Service upon written request.

3. Installation/Provisioning of Service.

3.1 Qwest will provide the Service at the locations specified in Exhibit 1, attached hereto and made a part of this Agreement.

3.2 Qwest will notify Customer of the date Service is available for use. In the event Customer informs Qwest that it is unable or unwilling to accept Service at such time, the subject Service will be held available for Customer for a period not to exceed 30 business days from such date ("Grace Period"). If after the Grace Period, Customer still has not accepted Service, Qwest may either: (a) commence with regular monthly billing for the subject Service; or (b) cancel the subject Service. If Customer cancels an order for Service prior to the date the Service is available for use, or is unable to accept the Service during the Grace Period and Qwest cancels the Service at the end of the Grace Period, the Tariff cancellation charges may apply.

3.3 Start of service for each Service ("Start of Service Date") will begin on the date on which Customer accepts delivery of such Service. Qwest will provide notice that a Service is ready for acceptance. At Customer's request, mutual testing may be performed in accordance to the service parameters outlined in the Tariff.

4. Payment.

4.1 Customer must pay Qwest all charges by the payment due date on the invoice. Any amount not paid when due will be subject to a late charge as specified by the Tariff, or if there is no such late charge specified in the Tariff, the amount due will be subject to late interest at the lesser of 1½% per month or the highest rate permitted by applicable law. Customer must also pay Qwest any applicable federal, state, and local taxes, surcharges, and other similar charges ("Taxes") assessed in connection with Customer's Service. Taxes are subject to change. Qwest may reasonably modify the payment terms or require other assurance of payment based on Customer's payment history or a material and adverse change in Customer's financial condition. Customer will pay the charges listed on Exhibit 1, including the charges for any MOE optional features on Exhibit 1. The charges for Services under this Agreement, including any and all discounts to which Customer may be entitled, will be offered and charged to Customer independently from, and regardless of, Customer's purchase of any customer premises equipment or enhanced services from Qwest. Customer will notify Qwest in writing prior to ordering any Services, equipment, or product to be paid for with funds obtained through the American Recovery and Reinvestment Act (ARRA) or other similar federal or state grants or loans. Following receipt of notice, Qwest will work in good faith with Customer to determine any applicable compliance obligations and to amend the Agreement to specifically set forth those obligations including pricing if necessary to recoup additional costs incurred by Qwest to comply with such requirements. For its product and Services offered in the commercial marketplace, Qwest does not consider itself a subrecipient or subawardee as defined under ARRA regulations and OMB Circular A-133.

4.2 The monthly recurring charge ("MRC") and nonrecurring charge ("NRC") for Service are specified on Exhibit 1. Qwest will fix the MRCs during the Term so that Qwest will not pass through any Qwest initiated price increases to Customer during the Term. Any rate increases directed or mandated by a regulatory body will be applied as required.

Promotional Pricing: ☐ Yes ☒ No Promotion Expiration Date: _____
Promotion Description, Title, or Code: _____

5. Changes to Service.

5.1 Subsequent orders to add new Service port(s) will be for the remainder of the Term, provided the Minimum Service Period can be met. All Service ports ordered under this Agreement will expire on the same date regardless of when they are ordered (e.g., if the original Service is in month 10 of a 60-month Term when Customer orders a new Service port for a 60-month fixed period rate plan, the new Service port will be billed at the 60-month rate for the next 50-months). In the event the Minimum Service Period cannot be met, a new Agreement must be signed.

5.2 A subsequent order to change or add a Service port during the Term will be assessed an NRC.

5.3 A subsequent order to change Service Bandwidth during the Term will not be assessed the NRC, however, the MRC will be changed to the new Service bandwidth profile charge. Customer may be assessed an early Termination liability charge for any decrease in bandwidth during the Term of the Agreement.

5.4 Customer request for a physical move of Service to a new location will be treated as a termination of service at the original location. NRC's will apply and Term requirements must be met in the new location. In the event the Minimum Service Period cannot be met, a new Agreement must be signed.

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5.5 Customer request for a physical move of Service to a location within the same building as the existing Service will be charged a fee equal to one half the applicable NRC charge. There will be no changes to the Minimum Service Period.

6. Termination.

6.1 Either party may terminate Service and/or this Agreement in accordance with the applicable Tariff or for Cause. "Cause" means the failure of a party to perform a material obligation under this Agreement, which failure is not remedied: (a) for payment defaults by Customer, within five days of separate written notice from Qwest of such default (unless a different notice period is specified in the Tariff); or (b) for any other material breach, within 30 days of written notice (unless a different notice period is specified in the Tariff or this Agreement). Customer will remain liable for charges accrued but unpaid as of the termination date. If, prior to the conclusion of the Term, Service and/or this Agreement is terminated either by Qwest for Cause or by Customer for any reason other than Cause, Non-Appropriations, or School Closure, then Customer will also be liable for any Construction charges for Services added to this Agreement subsequent to the Effective Date ("Termination Charge"). Prior to the conclusion of the Term, if Service and/or this Agreement is terminated or bandwidth is decreased below the original contracted level ("decreased bandwidth"), either by Qwest for Cause or by Customer for any reason other than Cause, then Customer will also be liable for and pay Qwest the following Termination Charge: (a) all accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus (b) a termination charge of 100% of the balance of the MRCs for the unexpired portion of the Minimum Service Period for the terminated Service and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus (c) 40% of the balance of the MRCs due for the unexpired portion of the Term in excess of the Minimum Service Period for the terminated Service and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus (d) any and all third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.

6.2 Non-Appropriations. Customer intends to continue this Agreement for its entire Term and to satisfy its obligations hereunder. For each fiscal period for Customer: (a) Customer agrees to include in its budget request appropriations sufficient to cover Customer's obligations under this Agreement; (b) Customer agrees to use all reasonable and lawful means to secure these appropriations, including but not limited to applying for Universal Service Fund Discounts as described in the Federal Communications Commission Docket No. 96-45; (c) Customer agrees it will not use non-appropriations as a means of terminating this Agreement in order to acquire functionally equivalent products or services from a third party. Customer reasonably believes that sufficient funds to discharge its obligations can and will lawfully be appropriated and made available for this purpose. In the event that Customer is appropriated insufficient funds, by appropriation, appropriation limitation or grant, to continue payments under this Agreement and has no other funding source lawfully available to it for such purpose, Customer may terminate this Agreement without incurring the Termination Charge by giving QC not less than 30 days' prior written notice. Upon termination and to the extent of lawfully available funds, Customer will remit all amounts due and all costs reasonably incurred by QC through the date of termination.

6.3 School Closure. Qwest and Customer acknowledge the possibility that Customer may experience a substantial decrease in the demand for Services due to the sale or shut down of school district buildings that significantly reduces the size or scope of Customer's operations and the volume of Qwest Services required by Customer. In such event, Customer may terminate the affected Service for those locations without liability for Termination Charges as long as Customer provides Qwest at least 60 days prior written notice. Customer must pay all unpaid accrued charges up to the date of termination.

7. Licenses; Dispatch Fee.

7.1 If Qwest must access a building that houses Customer's premises to install, operate, or maintain Service or associated Qwest equipment, Customer will provide or secure at Customer's expense the following items: (a) appropriate space and power; and (b) rights or licenses.

7.2 Any facility or equipment repairs on Customer's side of the demarcation point are Customer's responsibility. If Customer requests a technician visit for a problem that Qwest determines: (a) not to be caused by Qwest facilities or equipment on the Qwest side of the demarcation point; or (b) is on Customer's side of the demarcation point, Qwest will assess a separate dispatch fee. Qwest will notify Customer and obtain Customer's authorization before dispatching a technician.

8. Disclaimer Of Warranties. QWEST DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO ADVICE OR INFORMATION GIVEN BY QWEST, ITS AFFILIATES, AGENTS, OR CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES WILL CREATE ANY WARRANTY. CUSTOMER ASSUMES TOTAL RESPONSIBILITY FOR USE OF THE SERVICE.

9. Limitation of Liability. NEITHER PARTY, ITS AFFILIATES, AGENTS, OR CONTRACTORS WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, RELIANCE, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR FOR ANY LOST PROFITS OR REVENUES OR LOST DATA OR COSTS OF COVER RELATING TO THE SERVICE OR THIS AGREEMENT, REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS ASSERTED. WITH REGARD TO ANY SERVICE RELATED CLAIM BY CUSTOMER FOR DAMAGES THAT IS NOT LIMITED BY THE PRECEDING SENTENCE, CUSTOMER'S EXCLUSIVE REMEDIES FOR SUCH CLAIM WILL BE LIMITED TO THE APPLICABLE OUT-OF-SERVICE CREDITS, IF ANY, SET FORTH IN THE SLA. This limitation of liability will not apply to a party's indemnification obligations or Customer's payment obligation for charges under the Agreement, (e.g., Service charges, Taxes, interest, and termination or cancellation charges).

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10. Personal Injury, Death, and Property Damage. Each party will be responsible for the actual, physical damages it directly causes to the other party in the course of its performance under the Agreement, limited to damages resulting from personal injury or death to a party's employees and loss or damage to a party's personal tangible property arising from the negligent acts or omissions of the liable party; PROVIDED, HOWEVER, THAT NEITHER PARTY, ITS AFFILIATES, AGENTS, OR CONTRACTORS WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, RELIANCE, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR FOR ANY LOST PROFITS OR REVENUES OR LOST DATA OR COSTS OF COVER.

11. Indemnification. To the extent permitted by law but without waiving any of its rights under the Colorado Governmental Immunity Act, the District shall indemnify and hold Qwest harmless from any and all claims, causes of action, suits and liabilities, including attorneys' fees and costs, arising out of or relating to the District's performance under this Agreement. Nothing in this section shall be deemed to be a relinquishment or waiver, of any kind, of the applicable limitations of liability provided by the Colorado Governmental Immunity Act.

12. Confidentiality; Publicity. Neither party will, without the prior written consent of the other party: (a) disclose any of the terms of this Agreement or use the name or marks of the other party or its Affiliates; or (b) disclose or use (except as expressly permitted by, or required to achieve the purposes of, this Agreement) the Confidential Information of the other party. Qwest's consent may only be given by its Legal Department. A party may disclose Confidential Information if required to do so by a governmental agency, by operation of law, or if necessary in any proceeding to establish rights or obligations under the Agreement, provided that the disclosing party gives the non-disclosing party reasonable prior written notice. "Confidential Information" means any information that is not generally available to the public, whether of a technical, business or other nature and that: (c) the receiving party knows or has reason to know is confidential, proprietary or trade secret information of the disclosing party; and/or (d) is of such a nature that the receiving party should reasonably understand that the disclosing party desires to protect such information against unrestricted disclosure. Confidential Information will not include information that is in the public domain through no breach of this Agreement by the receiving party or is already known or is independently developed by the receiving party.

13. Governing Law; Dispute Resolution.

13.1 Governing Law; Forum. This Agreement will be governed by the laws of the state of Colorado, except with regard to matters which are within the exclusive jurisdiction of the state or federal regulatory agency. Those matters alone will be governed by the laws of the appropriate jurisdiction. Any legal proceeding relating to this Agreement will be brought in a U.S. District Court, or absent federal jurisdiction, in a state court of competent jurisdiction, in the location of the party to this Agreement not initiating the action, as indicated in the Notices section. But Qwest may, at its discretion, initiate proceedings in Denver, Colorado to collect undisputed amounts billed. This provision is not intended to deprive a small claims court or state agency of lawful jurisdiction that would otherwise exist over a claim or controversy between the parties.

13.2 Waiver of Jury Trial and Class Action. Each party, to the extent permitted by law, knowingly, voluntarily, and intentionally waives its right to a jury trial and any right to pursue any claim or action relating to this Agreement on a class or consolidated basis or in a representative capacity.

14. Notices. Unless otherwise provided herein, all required notices to Qwest must be in writing, sent to 1801 California St., # 900, Denver, CO 80202; fax: 888-778-0054; Attn.: Legal Dept., and to Customer at its then current address as reflected in Qwest's records Attn.: General Counsel or other person designated for notices. Unless otherwise provided herein, all notices will be deemed given: (a) when delivered in person to the recipient named above; (b) three business days after mailed via regular U.S. Mail; (c) when delivered via overnight courier mail; or (d) when delivered by fax if duplicate notice is also sent by regular U.S. Mail.

15. General Provisions. Customer may not assign this Agreement or any of its rights or obligations under this Agreement without the prior written consent of Qwest, which consent will not be unreasonably withheld. Customer may not assign to a reseller or a telecommunications carrier under any circumstances, and represents that it will not resell the Service. This Agreement is intended solely for Qwest and Customer, and not to benefit any other person or entity (e.g., End User). If any term of this Agreement is held unenforceable, such term will be construed as nearly as possible to reflect the original intent of the parties and the remaining terms will remain in effect. Neither party's failure to insist upon strict performance of any provision of this Agreement will be construed as a waiver of any of its rights hereunder. All terms of this Agreement that should by their nature survive the termination of this Agreement will so survive. In the event of a conflict in any term or condition of any documents that govern the provision of the Service hereunder, the following order of precedence will apply in descending order of control: the Tariff, this Agreement, and Qwest records. Neither party will be liable for any delay or failure to perform its obligations hereunder if such delay or failure is caused by a Force Majeure Event. "Force Majeure Event" means an unforeseeable event beyond the reasonable control of that party, including without limitation: act of God, fire, flood, labor strike, sabotage, fiber cuts, acts of terror, material shortages or unavailability, government laws or regulations, war or civil disorder, or failures of suppliers of goods and services. Except for Tariff or Service modifications initiated by Qwest, all amendments to this Agreement must be in writing and signed by the parties' authorized representatives. However, any change in rates, charges, or regulations mandated by the legally constituted authorities will act as a modification of any contract to that extent without further notice. Each party reserves the right at any time to reject any handwritten change to this Agreement.

16. Entire Agreement. This Agreement constitutes the entire agreement between Customer and Qwest and supersedes all prior oral or written agreements or understandings relating to this subject matter.

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The parties have read, understand and agree to all of the above terms and conditions of this Agreement and hereby execute and authorize this Agreement.

Jefferson County Public Schools R-1

Holly Celled Perry
Authorized Signature

Holly Celled Perry
Name Typed or Printed

Purchasing Manager, CPPB
Title

3/9/11
Date

Qwest Corporation

Susan Baker
Authorized Signature

Susan Baker
Name Typed or Printed

Manager, Offer Management
Title

3/8/2011
Date

(FOR QWEST INTERNAL USE ONLY)

FUNDING CONCURRENCE REQUIRED PRIOR TO EXECUTION

AQCB Quote No. N/A (renewals)

Date Concurred: _____

**QWEST METRO OPTICAL ETHERNET SERVICE
FIXED PERIOD PRICING PLAN
Intrastate**

Agreement Number: _____

Jefferson County Public Schools R-1

EXHIBIT 1

1. Service Locations.

Location (Address, City, State)	USOC	Band- width Profile	Band- width MRC per each	Port Speed	Port Speed NRC per each	COCC MRC		EwET Cus- tomer Interface MRC	DS3 Total Chan Term & Transport Mileage	
						MRC	NRC		MRC	NRC
Ed Service Center 1829 Denver West Dr. Golden CO 80401		1000 MBPS	\$4,080.00	1000 MBPS	\$0.00	N/A	N/A	N/A	N/A	N/A
Service Center 809 Quail Lakewood, CO 80215		100 MBPS	\$900.00	10/100 MBPS	\$0.00	N/A	N/A	N/A	N/A	N/A
Alameda High School 1255 S Wadsworth Lakewood, CO 80232		100 MBPS	\$900.00	10/100 MBPS	\$0.00	N/A	N/A	N/A	N/A	N/A
Arvada High School 7951 W. 65th Arvada, CO 80004		100 MBPS	\$900.00	10/100 MBPS	\$0.00	N/A	N/A	N/A	N/A	N/A
Arvada Middle School 5751 Balsam Arvada, CO 80002		100 MBPS	\$900.00	10/100 MBPS	\$0.00	N/A	N/A	N/A	N/A	N/A
Arvada West High School 11595 Allendale Dr. Arvada, CO 80004		100 MBPS	\$900.00	10/100 MBPS	\$0.00	N/A	N/A	N/A	N/A	N/A
Bear Creek High School 9800 W Dartmouth Pl Lakewood, CO 80227		100 MBPS	\$900.00	10/100 MBPS	\$0.00	N/A	N/A	N/A	N/A	N/A
Bell Middle School 1001 Ulysses Golden, CO 80401		100 MBPS	\$900.00	10/100 MBPS	\$0.00	N/A	N/A	N/A	N/A	N/A
Carmody Middle School 2050 S. Kipling Lakewood, 80227		100 MBPS	\$900.00	10/100 MBPS	\$0.00	N/A	N/A	N/A	N/A	N/A
Chatfield, High School 7227 S. Simms Littleton, CO 80127		100 MBPS	\$900.00	10/100 MBPS	\$0.00	N/A	N/A	N/A	N/A	N/A
Columbine High School 6201 S. Pierce Littleton, CO 80123		100 MBPS	\$900.00	10/100 MBPS	\$0.00	N/A	N/A	N/A	N/A	N/A
Creighton Middle School 75 independence Lakewood, CO 80226		100 MBPS	\$900.00	10/100 MBPS	\$0.00	N/A	N/A	N/A	N/A	N/A
Dakota Ridge High School 13399 W. Coal Mine Littleton, CO 8017		100 MBPS	\$900.00	10/100 MBPS	\$0.00	N/A	N/A	N/A	N/A	N/A
Deer Creek Middle School 9201 W. Columbine Dr. Littleton, CO 80128		100 MBPS	\$900.00	10/100 MBPS	\$0.00	N/A	N/A	N/A	N/A	N/A
D'Evelyn Jr/Sr High School 10359 W. Nassau Denver, CO 80235		100 MBPS	\$900.00	10/100 MBPS	\$0.00	N/A	N/A	N/A	N/A	N/A
Drake Middle School 12550 W. 52nd Ave. Arvada, CO 80002		100 MBPS	\$900.00	10/100 MBPS	\$0.00	N/A	N/A	N/A	N/A	N/A
Dunstan Middle School 1855 S. Wright Lakewood, CO 80228		100 MBPS	\$900.00	10/100 MBPS	\$0.00	N/A	N/A	N/A	N/A	N/A
Evergreen High School		100								

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29300 Buffalo Park Rd. Evergreen, CO 80439		MBPS	\$900.00	10/100 MBPS	\$0.00	N/A	N/A	N/A	N/A	N/A
Evergreen Middle School 2059 Hiwan Dr. Evergreen, CO 80439		100 MBPS	\$900.00	10/100 MBPS	\$0.00	N/A	N/A	N/A	N/A	N/A
Everitt Middle School 3900 Kipling Wheat Ridge, CO 80033		100 MBPS	\$900.00	10/100 MBPS	\$0.00	N/A	N/A	N/A	N/A	N/A
Falcon Bluffs Middle School 8449 S. Garrison Littleton, CO 80128		100 MBPS	\$900.00	10/100 MBPS	\$0.00	N/A	N/A	N/A	N/A	N/A
Golden High School 701 24th Golden, CO 80401		100 MBPS	\$900.00	10/100 MBPS	\$0.00	N/A	N/A	N/A	N/A	N/A
Green Mountain High School 13175 W. Green Mtn Dr. Lakewood, CO 80228		100 MBPS	\$900.00	10/100 MBPS	\$0.00	N/A	N/A	N/A	N/A	N/A
Jefferson High School 2305 Pierce Lakewood, CO 80227		100 MBPS	\$900.00	10/100 MBPS	\$0.00	N/A	N/A	N/A	N/A	N/A
Ken Carly Middle School 6509 W. Ken Caryl Littleton, CO 80128		100 MBPS	\$900.00	10/100 MBPS	\$0.00	N/A	N/A	N/A	N/A	N/A
Lakewood High School 9700 W. 8th Lakewood, CO 80227		100 MBPS	\$900.00	10/100 MBPS	\$0.00	N/A	N/A	N/A	N/A	N/A
Mandalay Middle School 9651 Pierce Westminster, CO 80021		100 MBPS	\$900.00	10/100 MBPS	\$0.00	N/A	N/A	N/A	N/A	N/A
Moore Middle School 8455 W. 88th Westminster, CO 80005		100 MBPS	\$900.00	10/100 MBPS	\$0.00	N/A	N/A	N/A	N/A	N/A
North Arvada Middle School 7285 Pierce St. Arvada, CO 80003		100 MBPS	\$900.00	10/100 MBPS	\$0.00	N/A	N/A	N/A	N/A	N/A
Oberon Middle School 7300 Quail St. Arvada, CO 80005		100 MBPS	\$900.00	10/100 MBPS	\$0.00	N/A	N/A	N/A	N/A	N/A
O'Connell Middle School 1275 S. Teller Pl. Lakewood, CO 80227		100 MBPS	\$900.00	10/100 MBPS	\$0.00	N/A	N/A	N/A	N/A	N/A
Pomona High School 8101 Pomona Dr Arvada, CO 80005		100 MBPS	\$900.00	10/100 MBPS	\$0.00	N/A	N/A	N/A	N/A	N/A
Ralston Valley High School 13355 W. 80th Arvada, CO 80005		100 MBPS	\$900.00	10/100 MBPS	\$0.00	N/A	N/A	N/A	N/A	N/A
Standley Lake High School 9300 W. 104th Westminster, CO 80021		100 MBPS	\$900.00	10/100 MBPS	\$0.00	N/A	N/A	N/A	N/A	N/A
Summit Ridge Middle School 11809 W. Coal Mine Littleton, CO		100 MBPS	\$900.00	10/100 MBPS	\$0.00	N/A	N/A	N/A	N/A	N/A
Wayne Carle Middle School 10200 W 100th Ave, Westminster, CO 80021		100 MBPS	\$900.00	10/100 MBPS	\$0.00	N/A	N/A	N/A	N/A	N/A
Wheat Ridge High School 9505 W. 32nd Lakewood, CO 80227		100 MBPS	\$900.00	10/100 MBPS	\$0.00	N/A	N/A	N/A	N/A	N/A
Wheat Ridge High School 7101 W. 38th Wheat Ridge, CO 80033		100 MBPS	\$900.00	10/100 MBPS	\$0.00	N/A	N/A	N/A	N/A	N/A

QWEST METRO OPTICAL ETHERNET SERVICE
FIXED PERIOD PRICING PLAN
Intrastate

2. Optional Features for MOE.

Location (Address, City, State)	USOC	Protect Routing MRC (only applies to the locations showing an MRC)	QoS – MBPS Required (only applies to locations showing an MRC)	Multiple EVCs Quantities (only applies to locations showing an MRC)	Diversity (only applies to locations showing an MRC)	
					MRC	MRC
Ed Service Center 1829 Denver West Dr. Golden CO 80401		N/A	\$100.00	N/A	N/A	N/A
Service Center 809 Quail Lakewood, CO 80215		N/A	\$20.00	N/A	N/A	N/A
Alameda High School 1255 S Wadsworth Lakewood, CO 80232		N/A	\$10.00	N/A	N/A	N/A
Arvada High School 7951 W. 65th Arvada, CO 80004		N/A	\$10.00	N/A	N/A	N/A
Arvada Middle School 5751 Balsam Arvada, CO 80002		N/A	\$10.00	N/A	N/A	N/A
Arvada West High School 11595 Allendale Dr. Arvada, CO 80004		N/A	\$10.00	N/A	N/A	N/A
Bear Creek High School 9800 W Dartmouth Pl Lakewood, CO 80227		N/A	\$10.00	N/A	N/A	N/A
Bell Middle School 1001 Ulysses Golden, CO 80401		N/A	\$10.00	N/A	N/A	N/A
Carmody Middle School 2050 S. Kipling Lakewood, 80227		N/A	\$10.00	N/A	N/A	N/A
Chatfield, High School 7227 S. Simms Littleton, CO 80127		N/A	\$10.00	N/A	N/A	N/A
Columbine High School 6201 S. Pierce Littleton, CO 80123		N/A	\$10.00	N/A	N/A	N/A
Creighton Middle School 75 independence Lakewood, CO 80226		N/A	\$10.00	N/A	N/A	N/A
Dakota Ridge High School 13399 W. Coal Mine Littleton, CO 8017		N/A	\$10.00	N/A	N/A	N/A
Deer Creek Middle School 9201 W. Columbine Dr. Littleton, CO 80128		N/A	\$10.00	N/A	N/A	N/A
D'Evelyn Jr/Sr High School 10359 W. Nassau Denver, CO 80235		N/A	\$10.00	N/A	N/A	N/A
Drake Middle School 12550 W. 52nd Ave. Arvada, CO 80002		N/A	\$10.00	N/A	N/A	N/A
Dunstan Middle School 1855 S. Wright Lakewood, CO 80228		N/A	\$10.00	N/A	N/A	N/A
Evergreen High School 29300 Buffalo Park Rd. Evergreen, CO 80439		N/A	\$10.00	N/A	N/A	N/A
Evergreen Middle School 2059 Hiwan Dr.		N/A	\$10.00	N/A	N/A	N/A

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**QWEST METRO OPTICAL ETHERNET SERVICE
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Evergreen, CO 80439						
Everitt Middle School 3900 Kipling Wheat Ridge, CO 80033		N/A	\$10.00	N/A	N/A	N/A
Falcon Bluffs Middle School 8449 S. Garrison Littleton, CO 80128		N/A	\$10.00	N/A	N/A	N/A
Golden High School 701 24th Golden, CO 80401		N/A	\$10.00	N/A	N/A	N/A
Green Mountain High School 13175 W. Green Mtn Dr. Lakewood, CO 80228		N/A	\$10.00	N/A	N/A	N/A
Jefferson High School 2305 Pierce Lakewood, CO 80227		N/A	\$10.00	N/A	N/A	N/A
Ken Carly Middle School 6509 W. Ken Caryl Littleton, CO 80128		N/A	\$10.00	N/A	N/A	N/A
Lakewood High School 9700 W. 8th Lakewood, CO 80227		N/A	\$10.00	N/A	N/A	N/A
Mandalay Middle School 9651 Pierce Westminster, CO 80021		N/A	\$10.00	N/A	N/A	N/A
Moore Middle School 8455 W. 88th Westminster, CO 80005		N/A	\$10.00	N/A	N/A	N/A
North Arvada Middle School 7285 Pierce St. Arvada, CO 80003		N/A	\$10.00	N/A	N/A	N/A
Oberon Middle School 7300 Quail St. Arvada, CO 80005		N/A	\$10.00	N/A	N/A	N/A
O'Connell Middle School 1275 S. Teller Pl. Lakewood, CO 80227		N/A	\$10.00	N/A	N/A	N/A
Pomona High School 8101 Pomona Dr Arvada, CO 80005		N/A	\$10.00	N/A	N/A	N/A
Ralston Valley High School 13355 W. 80th Arvada, CO 80005		N/A	\$10.00	N/A	N/A	N/A
Standley Lake High School 9300 W. 104th Westminster, CO 80021		N/A	\$10.00	N/A	N/A	N/A
Summit Ridge Middle School 11809 W. Coal Mine Littleton, CO		N/A	\$10.00	N/A	N/A	N/A
Wayne Carle Middle School 10200 W 100th Ave, Westminster, CO 80021		N/A	\$10.00	N/A	N/A	N/A
Wheat Ridge High School 9505 W. 32nd Lakewood, CO 80227		N/A	\$10.00	N/A	N/A	N/A
Wheat Ridge High School 7101 W. 38th Wheat Ridge, CO 80033		N/A	\$10.00	N/A	N/A	N/A

**QWEST METRO OPTICAL ETHERNET SERVICE
FIXED PERIOD PRICING PLAN
Intrastate**

3. Customer may increase its bandwidth profile or add new locations during the Initial Term of this Agreement pursuant to Section 5 of this Agreement and at the rates outlined below and subject to the following conditions: (a) Customer executes an appropriate amendment for such Service; (b) the necessary Funding is available as more fully described in Section 1.3 of the Agreement; and (c) a new Minimum Service Period is established for each such new addition to Service.

QMOE Bandwidth and QoS Pricing Table:

Bandwidth Profile	Bandwidth MRC 7-Year Contract	Optional Feature: QoS MRC (per 5 Mbps increments) 7-Year Contract
100 Mbps	\$900.00	\$10.00
200 Mbps	\$1,253.00	\$10.00
300 Mbps	\$1,606.00	\$10.00
400 Mbps	\$1,960.00	\$10.00
500 Mbps	\$2,313.00	\$10.00
600 Mbps	\$2,667.00	\$10.00
700 Mbps	\$3,020.00	\$10.00
800 Mbps	\$3,373.00	\$10.00
900 Mbps	\$3,727.00	\$10.00
1000 Mbps	\$4,080.00	\$10.00

*Bandwidth Profiles over 100 Mbps require a 1000 Mbps Port which requires a \$1,200.00 one-time installation charge to upgrade from a 10/100 Mbps port to a 1000 Mbps port.

**AMENDMENT ONE
TO THE AGREEMENT FOR
QWEST CORPORATION METRO OPTICAL ETHERNET SERVICE ("Amendment")**

JEFFERSON COUNTY PUBLIC SCHOOLS R-1 ("CUSTOMER") and QWEST CORPORATION ("QWEST") hereby enter into this Amendment One ("Amendment") to the Intrastate Metro Optical Ethernet Service, Qwest Content ID: 235877 ("Underlying Agreement"). Capitalized terms not defined in this Amendment are defined in the Underlying Agreement.

This Amendment authorizes the following modifications to the Underlying Agreement:

1. Delete in their entirety the Service and Optional Features at the addresses outlined in the tables below from the Underlying Agreement per the Customer's request.

Location (Address, City, State)	NPA/NXX	Bandwidth Profile	Bandwidth MRC (each)	Port Speed	Port Speed NRC (each)
Elk Creek Elementary 13304 S US Highway 285 Pine, CO 80470	303/838	100 Mbps	\$1,046.04	10/100 Mbps	\$600.00
Litz PS (FKA – Tanglewood) 13950 W 20 th Ave. Golden, CO	303/277	100 Mbps	\$1,046.04	10/100 Mbps	\$600.00
Sobesky Academy Elementary 11025 W. Glennon Drive Lakewood, CO 80226	303/985	100 Mbps	\$1,046.04	10/100 Mbps	\$600.00
Sobesky Academy Mtn Campus 5124 Hatch Drive Evergreen, CO 80439	303/674	100 Mbps	\$1,046.04	10/100 Mbps	\$600.00

Optional Features:

Location (Address, City, State)	Protect Routing MRC (only applies to the locations showing an MRC)	QoS – MBPS Required (only applies to locations showing an MRC)	Multiple EVCs Quantities (only applies to locations showing an MRC)	Diversity (only applies to locations showing an MRC)	
				MRC	NRC
Elk Creek Elementary 13304 S US Highway 285 Pine, CO 80470	N/A	\$35.00	N/A	N/A	N/A
Litz PS (FKA – Tanglewood) 13950 W 20 th Ave. Golden, CO	N/A	\$35.00	N/A	N/A	N/A
Sobesky Academy Elementary 11025 W. Glennon Drive Lakewood, CO 80226	N/A	\$35.00	N/A	N/A	N/A
Sobesky Academy Mtn Campus 5124 Hatch Drive Evergreen, CO 80439	N/A	\$35.00	N/A	N/A	N/A

2. Add Service and the Optional Features at the address outlined in the tables below to the Underlying Agreement per the Customer's request.

Location (Address, City, State)	Band-width USOC	Band-width Profile	Band-width MRC per each	Port Speed	Port Speed NRC per each	COCC MRC		EwET Customer Interface MRC	DS3 Total Chan Term & Transport Mileage	
						MRC	NRC		MRC	NRC
Conifer High School 10441 County Highway 73 Conifer, CO 80433 NPA/NXX: 303/838	BP6E5	40 Mbps	\$235.00	10/100 Mbps	\$600.00	\$10.00	\$12.50	\$96.00	\$2,039.82	\$313.25
Dennison Elementary 401 Independence Street Lakewood, CO 80226 NPA/NXX: 303/232	BP4L5	100 Mbps	\$1,046.04	10/100 Mbps	\$600.00	N/A	N/A	N/A	N/A	N/A
Elk Creek Elementary School 13304 South US Highway 285 Pine, CO 80470 NPA/NXX: 303/838	BP6E5	40 Mbps	\$235.00	10/100 Mbps	\$600.00	\$10.00	\$12.50	\$96.00	\$2,039.82	\$313.25
West Jefferson Middle School 9449 So. Barnes Avenue Conifer, CO 80433 NPA/NXX: 303/838	BP6E5	40 Mbps	\$235.00	10/100 Mbps	\$600.00	\$10.00	\$12.50	\$96.00	\$2,039.82	\$313.25
West Jefferson Elementary School										

**AMENDMENT ONE
TO THE AGREEMENT FOR
QWEST CORPORATION METRO OPTICAL ETHERNET SERVICE ("Amendment")**

						COCC MRC			DS3 Total Chan Term & Transport Mileage	
26501 Barkley Road Conifer, CO 80433 NPA/NXX: 303/838	BP6E5	40 Mbps	\$235.00	10/100 Mbps	\$600.00	\$10.00	\$12.50	\$96.00	\$2,039.82	\$313.25

Optional Features:

Location (Address, City, State)	Protect Routing MRC (only applies to the locations showing an MRC)	QoS - MBPS Required (only applies to locations showing an MRC)	Multiple EVCs Quantities (only applies to locations showing an MRC)	Diversity (only applies to locations showing an MRC)	
				MRC	NRC
Dennison Elementary 401 Independence Street Lakewood, CO 80226 NPA/NXX: 303/232	N/A	\$35.00	N/A	N/A	N/A


The MRCs above supersede the charges for the subject location(s) previously agreed to in the Underlying Agreement including any prior modifications. The monthly recurring amounts shown above are not necessarily the total, cumulative charges for all Service under the Agreement. Any new nonrecurring charges are in addition to any previously agreed to such charges in the Underlying Agreement. Additions to Service must meet the requirements of the Minimum Service Period.

This Amendment will become effective upon the latest signature date below, provided mandatory filing requirements are met. The term of this Amendment will expire coterminously with the Underlying Agreement. The addition of new locations, and changes to pricing for existing locations are contingent upon appropriation of E-rate funds. In the event E-rate funds for the Services contained in this Amendment are disapproved, Customer may terminate these Services pursuant to this Section without termination liability. Except as amended herein, all other terms and conditions of the Underlying Agreement will remain in full force and effect and will apply to this Amendment.

The parties hereby execute and authorize this Amendment to the Underlying Agreement as of the latest date shown below.

JEFFERSON COUNTY PUBLIC SCHOOLS R-1

QWEST CORPORATION




 Authorized Signature
 Holly Calles Perry

 Name Printed or Typed
 Purchasing Manager / CPPB

 Title
 4/30/08

 Date



 Authorized Signature
 Susan Baker

 Name Printed or Typed
 Staff Offer Management Analyst

 Title
 4/30/08

 Date

(FOR QWEST INTERNAL USE ONLY)
FUNDING CONCURRENCE MAY BE REQUIRED PRIOR TO EXECUTION
 AQCB Quote No. CO0703516 (revision) and CO0801768
 Date Concurred: 4/2/08 and 4/23/08 by Darla Ehli

AFFIDAVIT OF BETTY STANDLEY

I, Betty Standley, being duly sworn, state as follows:

1. I am the Purchasing Director for the Jefferson County School District R-1 (“Jeffco” or the “District”).
2. As Purchasing Director, I am responsible for directing and overseeing the purchasing activities within the district including competitive processes such as bids and RFPs.
3. I am submitting this affidavit in support of Jeffco’s Petition for Waiver filed on November 14, 2017 seeking waiver of the Federal Communication Commission’s competitive-bidding rules, namely 47 C.F.R. § 54.503(c)(2)(ii)(B) and § 54.511(a)).
4. I participated in and helped manage the bidding evaluation process and the RFP we issued in 2014 that is the subject of the District’s Petition for Waiver. The extent of my participation included as follows:
 - a. Supervising the Purchasing Manager that facilitated the RFP process.
 - b. Participating in a meeting regarding award of proposals.
 - c. Reviewing District records and having conversations with others involved in the process.

My personal knowledge is based on this involvement.

District’s Broadband System and Need for Improvements

5. I will briefly describe the District’s broadband system, the RFP, and the bidding process that is the subject of the District’s Petition.
6. The District uses a “hub and spoke” model. Under this model, all data usage flows through two “hubs” (here the District’s Educational Services Center in Golden, Colorado and its Disaster Recovery data center in Lakewood, Colorado) out to the “spokes” (here, schools or other remote facilities). There are 154 hub-and-spoke sites in all.
7. The District uses Metropolitan Optical Ethernet circuits provided by CenturyLink that terminate at each “spoke.” The District originally contracted with CenturyLink’s

predecessor, Qwest Communications, for this service in July 2008. The Qwest Agreement is set to terminate on June 30, 2018.

8. The Qwest Agreement initially provided internet service at certain transport speeds to facilities that existed when the contract was executed in July 2008 (Large QMOE Contract) and July 2011 (Small QMOE Contract). The Agreement also states that the District is obligated to pay a substantial portion of service costs (either 100% or 40% depending on the service) for the remainder of the contract term (so until June 30, 2018) if the District terminated the contract early.
9. Between 2008 and 2014, the District's internet and data-storage needs increased dramatically, due largely to the fact that the District was integrating, and continues to integrate, technology into its classrooms. In early 2014, the District determined that it needed to increase substantially the transmission speeds and data-storage capacity at its hub and spoke locations. It also determined that it was not financially feasible to accomplish this much-needed increase under the existing terms of the Qwest Agreement.
10. Rather than attempt to re-negotiate the existing contract with CenturyLink, the District opted to issue a request for proposal to see what was available on the open market for a district-wide service change.

Request for Proposal

11. On December 3, 2014, the District issued a public Request for Proposal ("RFP") to solicit bids to upgrade the District's broadband connections at all its 154 hub-and-spoke sites, including all schools, the District's main voice and data hub and its disaster recovery center hub, and other facilities.
12. That day (December 3), the District also filed its Form 470 with USAC to formally initiate the competitive-bidding process. The District prepared, signed, and submitted its own Form 470. Further, the District listed one of its own employees, not a service representative, as the relevant contact person on that form. And no service provider prepared the District's Form 470.
13. The RFP specified bid requirements, service needs and preferences, and the selection process, schedule, and criteria. Many of the requirements concerned pricing, as pricing is always of paramount importance to the District when evaluating proposals from service providers. As such, the RFP specified that the proposals had to include "pricing schedules for all services", "pricing schedules for all levels of services available," and "item pricing" that would include shipping or other applicable costs.
14. The RFP clarified that the District would conduct a two-stage evaluation process and would consider price among its primary evaluation criteria. Indeed, the District

emphasized that bids would not be considered if they were not “within the competitive range,” meaning bids that were too expensive or too costly considering the services offered would be eliminated in the first stage of review.

15. Bids were due on Wednesday, January 7, 2015. The District received seven bids from six vendors: two bids from Education Networks of America (“ENA”) (\$2,035,340 and \$2,651,660) and one each from Comcast (\$2,127,045.48), CenturyLink (\$2,275,187.52), Affiniti Network (\$2,839,008), Windstream (\$4,621,922.40), and Unite Private Networks (7,670,400).
16. A spreadsheet was prepared that analyzes and compares these bids, which is reflected in Exhibit 9 to the District’s Petition for Waiver. I can attest, that to the best of my knowledge, the data contained in Exhibit 9 is accurate.

First Review Stage

17. On or around January 8, 2015, the District initiated the first stage of its review process, which was designed to weed out bids that were not technically or financially competitive based solely on the written proposals.
18. To accomplish this review, the District assembled a Proposal Evaluation Committee to independently evaluate, score, and provide qualitative feedback on each bid. To my knowledge, no person who evaluated bids on behalf of the District has an ownership interest in CenturyLink or the other service providers who submitted bids.
19. Each member used the same selection criteria and submitted their individual evaluations (both comments and score sheets) to the Purchasing Manager. The responses and score sheets were compiled for the whole group to meet and review the selection data.
20. While price was not included on the first-stage evaluation form, the committee considered price as a primary factor during that stage, especially if the bid was or was not within the “competitive range,” as provided in the RFP. Committee members considered comments submitted by each member when reviewing the bids, and certain members raised pricing issues related to several bids.
21. Four of the seven bids (Windstream, Unite, Affiniti, and Comcast) were eliminated at the first review stage. Our review team deemed the bids from Windstream and Unite not technically or financially competitive in part because they were at least twice as high as the other bids.
22. The team also determined that Comcast’s bid, although within the “competitive range” price-wise, was not technically feasible because the District had recently had a negative experience using that company’s services (we had fired Comcast for failing to provide

adequate service to our central hub facilities) and the District was not confident that Comcast could perform as requested, especially district-wide.

23. The review team also eliminated Affiniti at the first stage. While Affiniti was financially competitive with the remaining bids (although it was roughly \$800,000 higher than the lowest bid), the group determined that Affiniti was not technically competitive because it relied on Comcast to deliver services, had submitted inadequate or cursory responses to certain RFP queries, and had not submitted an adequate project plan for implementing requested services, among other reasons.

Second Review Stage

24. The bids from CenturyLink and ENA advanced to the second and final review stage, which included an on-site demonstration (more of a presentation and discussion) by each vendor and detailed discussions of each proposal. The process worked as follows:
- All committee members observed the demonstrations, asked probing questions of the vendors, and scored the demonstrations based on a list of questions that were provided to both CenturyLink and ENA in advance.
 - Each of the questions were assigned a possible score and weight based on the importance of that question to the overall evaluation. The possible points for each question can be determined by multiplying the highest score possible (four points) by the weight assigned to the question. The first question was assigned a weight of five (5); thus, the total possible points for that question was 20.
 - The Committee member's scores were averaged, after which the group applied a "price" score to each remaining bid worth 40 points possible—the most points for any individual factor considered in the second review stage.
25. CenturyLink earned the most number of points possible. Notably, CenturyLink received fewer "price" points (38 points) than ENA's lower-priced (40 points) bid but still received a higher overall score.

CenturyLink Awarded Bid

26. On or around March 12, 2015, the District notified all bidders by letter that it intended to award the bid to CenturyLink. The District negotiated an amendment to its existing service contract with CenturyLink (the Qwest Agreement) rather than negotiate an entirely new agreement.

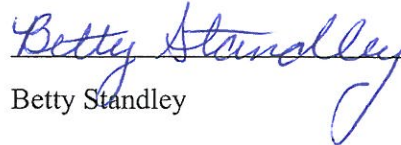
27. On or around March 19, 2015, the District's Board of Education approved the contract amendment. CenturyLink began implementing the terms of the amendment on July 1.

28. By selecting CenturyLink, the District saved roughly \$6.5 million in cancellation fees and internal costs it would have incurred had it switched service providers. These costs and savings are reflected in Exhibit 13 to the District's Petition. I prepared this Exhibit on behalf of the District and can attest that the data contained therein is accurate to the best of my knowledge.

29. CenturyLink was provided with the same information, and held to the same level of scrutiny, as all other bidders.

Further affiant sayeth not.

Dated this 14th day of November 2017.


Betty Standley

Subscribed and sworn before me this 14th day of November 2017.

Witness my hand and official seal.

My commission expires 11/23/2020

Address: 1021 canal st. unit 22
Lakewood CO 80214


Notary Public

4823-4889-0964, v. 1

